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No. 16]

NEW DELHI SATURDAY, APRIL 16, 1983/CHAITRA 26, 1905

इस भाग में निम्न पृष्ठ संख्या दी जाती है जिससे कि यह अलग-अलग रूप में रखा जा सके

Separate Paging is given to this Part in order that it may be filed as a separate compilation

भाग II—खण्ड 3—उप-खण्ड (ii)

PART II—Section 3—Sub-section (ii)

(रक्षा मंत्रालय को छोड़कर) भारत सरकार के मंत्रालयों द्वारा जारी किए गए सांविधिक आदेश और अधिसूचनाएं

Statutory Orders and Notifications issued by the Ministries of the Government of India
(other than the Ministry of Defence)

गृह मंत्रालय

कार्मिक और प्रशासनिक सुधार विभाग

आदेश

नई दिल्ली, 2 अप्रैल, 1983

और अधिकारिता का विस्तारण संपूर्ण मध्य प्रदेश राज्य पर करती है।

[संख्या 228/10/82-ए० वी० डी०-II]

एच० के० वर्मा, अवर सचिव

MINISTRY OF HOME AFFAIRS

(Department of Personnel and Admn. Reforms)

ORDER

New Delhi, the 2nd April, 1983

कां० प्रा० 1826—दिल्ली विशेष पुलिस स्थापन अधिनियम, 1946 (1946 का 25) की धारा 6 के साथ पठित धारा 5 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार मध्य प्रदेश सरकार की सहमति से, भारतीय दंड संहिता, 1860 (1860 का 45) की धारा 306 के अधीन दंडनीय अपराधों के और उक्त अपराधों के संबंध में या उनसे संबंधित प्रयत्ना, दुरूपेणों और षड्यंत्रों के तथा मध्य प्रदेश राज्य में पुलिस थाना माहल नगर, दुर्ग के मामला संख्या 96/82 के संबंध में वैसे ही तथ्यों से उत्पन्न होने वाले वैसे ही संश्लेषणों के अनुक्रम में किए गए किसी अन्य अपराध के अन्वेषण के लिए दिल्ली विशेष पुलिस स्थापन के सदस्यों की शक्तियों

S.O. 1826.—In exercise of the powers conferred by sub-section (1) of section 5 read with section 6 of the Delhi Special Police Establishment Act, 1946 (25 of 1946), the Central Government with the consent of the Government of Madhya Pradesh hereby extends the powers and jurisdiction of the members of the Delhi Special Police Establishment to the whole of the State of Madhya Pradesh for the investigation of the offence punishable under section 306 of the Indian Penal Code, 1860 (45 of 1860) and attempts, abetments and conspiracies in relation to or in connection with, the said offence and any other offence committed in the course of some transaction arising out of the same facts in regard

to the case No. 76/82 of P. S. Mohan Nagar, Durg in the State of Madhya Pradesh,

[No. 228/10/82-AVD. II]
H. K. VERMA, Under Secy.

वित्त मंत्रालय

(राजस्व विभाग)

नई दिल्ली, 24 मार्च, 1983

(आयकर)

का० आ० 1827.—आयकर अधिनियम 1961 (1961 का 43) की धारा 10 की उपधारा (23ग) के खण्ड (V) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार एतद्वारा "जेमुइट्स आफ संताल सोसायटी, साहिबगंज" को, उक्त धारा के प्रयोजनार्थ, कर-निर्धारण वर्ष 1979-80 से 1982-83 तक के अंतर्गत आने वाली अवधि के लिए अधिसूचित करती है।

[सं० 5138/फा०सं० 197/36/79-आ० क० (नि०1)]

MINISTRY OF FINANCE

(Department of Revenue)

New Delhi, the 24th March, 1983

(INCOME-TAX)

S.O. 1827.—In exercise of the powers conferred by clause (v) of sub-section (23C) of Section 10 of the Income-tax Act, 1961 (43 of 1961), the Central Government hereby notifies "Jesuits of Santal Society, Sahibganj" for the purpose of the said section for the period covered by the assessment years 1979-80 to 1982-83.

[No. 5138/F. No. 197/36/79-IT(A1)]

(आयकर)

का० आ० 1828.—आयकर अधिनियम, 1961 (1961 का 43) की धारा 10 की उपधारा (23ग) के खण्ड (V) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार एतद्वारा "डायोसीस आफ अहमदाबाद" को, उक्त धारा के प्रयोजनार्थ, कर निर्धारण वर्ष 1979-80 से 1982-83 तक के अंतर्गत आने वाली अवधि के लिए अधिसूचित करती है।

[सं० 5139/फा०सं० 197/42/80-आ०क० (नि०1)]

(INCOME-TAX)

S.O. 1828.—In exercise of the powers conferred by clause (v) of sub-section (23C) of Section 10 of the Income-tax Act, 1961 (43 of 1961), the Central Government hereby notifies "Diocese of Ahmedabad" for the purpose of the said section for the period covered by the assessment years 1979-80 to 1982-83.

[No. 5139/F. No. 197/42/80-IT(A1)]

(आयकर)

का० आ० 1829.—आय कर अधिनियम, 1961 (1961 का 43) की धारा 10 की उपधारा (23ग) के

खण्ड (V) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार एतद्वारा "ए० एम० एम० चैरिटीज ट्रस्ट, मद्रास" को, उक्त धारा के प्रयोजनार्थ, कर-निर्धारण वर्ष 1980-81 से 1982-83 तक के अंतर्गत आने वाली अवधि के लिए अधिसूचित करती है।

[सं० 5140/फा०सं० 197/248/80-आ० क० (नि०1)]

(INCOME-TAX)

S.O. 1829.—In exercise of the powers conferred by clause (v) of sub-section (23C) of Section 10 of the Income-tax Act, 1961 (43 of 1961), the Central Government hereby notifies "A.M.M. Charities Trust, Madras" for the purpose of the said section for the period covered by the assessment years 1980-81 to 1982-83.

[No. 5140/F. No. 197/248/80-IT(A1)]

(आयकर)

का० आ० 1830.—आयकर अधिनियम, 1961 (1961 का 43) की धारा 10 की उपधारा (23ग) के खंड (V) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार एतद्वारा "श्री मरिदम्मरी टेम्पल, पादप्पुरम" को, उक्त धारा के प्रयोजनार्थ, कर-निर्धारण वर्ष 1982-83 से 1984-85 तक के अंतर्गत आने वाली अवधि के लिए अधिसूचित करती है।

[सं० 5141/फा०सं० 197/222/81-आ०का० (नि०1)]

(INCOME-TAX)

S.O. 1830.—In exercise of the powers conferred by clause (v) of sub-section (23C) of Section 10 of the Income-tax Act, 1961 (43 of 1961), the Central Government hereby notifies "Shri Maridammavari Temple, Peddapuram" for the purpose of the said section for the period covered by the assessment years 1982-83 to 1984-85.

[No. 5141/F. No. 197/222/81-IT(A1)]

(आयकर)

का० आ० 1831.—आयकर अधिनियम, 1961 (1961 का 43) की धारा 10 की उपधारा (23ग) के खण्ड (V) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार एतद्वारा "श्री पार्वती शंकर महागणपति परिषद्" को, उक्त धारा के प्रयोजनार्थ, कर-निर्धारण वर्ष 1982-83 तथा 1983-84 के अंतर्गत आने वाली अवधि के लिए अधिसूचित करती है।

[सं० 5142/फा०सं० 197/95/82-आ०का० (नि०1)]

(INCOME-TAX)

S.O. 1831.—In exercise of the powers conferred by clause (v) of sub-section (23C) of Section 10 of the Income-tax Act, 1961 (43 of 1961), the Central Government hereby notifies "Sree Porvathy Sankara Mahaganapathi Parishad" for the purpose of the said section for the period covered by the assessment years 1982-83 and 1983-84.

[No. 5142/F. No. 197/95/82-IT(A1)]

(आयकर)

का० आ० 1832.—आयकर अधिनियम, 1961 (1961 का 43) की धारा 10 की उपधारा (23ग) के खण्ड (V) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्वारा, श्री अय्यप्पा सेवा संगम, कोयम्बतूर को, उक्त धारा के प्रयोजनार्थ, कर-निर्धारण वर्ष 1982-83 और 1983-84 के अंतर्गत आने वाली अवधि के लिये अधिसूचित करती है।

[सं० 5143/फा० सं० 197/149/82-आ० क० (नि० 1)]

(INCOME-TAX)

S.O. 1832.—In exercise of the powers conferred by clause (v) of sub-section (23C) of section 10 of the Income-tax Act, 1961 (43 of 1961), the Central Government hereby notifies Sree Ayyappa Seva Sangham, Coimbatore for the purpose of the said section for the period covered by the assessment years 1982-83 and 1983-84.

[No. 5143/F. No. 197/149/82-IT(AI)]
BHAGWAN DAS, Under Secy.

नई दिल्ली, 30 मार्च, 1983

(आयकर)

का. आ. 1833.—आयकर अधिनियम, 1961 (1961 का 43) की धारा 10 की उपधारा (23ग) के खंड (वी) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा, "कैथोलिक मिशन आफ वेस्टर्न बंगाल" को उक्त धारा के प्रयोजनार्थ, कर-निर्धारण वर्ष 1980-81 से 1982-83 तक के अंतर्गत आने वाली अवधि के लिए अधिसूचित करती है।

[सं. 5144/फा. सं. 197/233/80-आ. क. (नि. 1)]

मिलाप जैन, अवर सचिव

New Delhi, the 30th March, 1983

(INCOME-TAX)

S.O. 1833.—In exercise of the powers conferred by clause (v) of sub-section (23C) of section 10 of the Income-tax Act, 1961 (43 of 1961), the Central Government hereby notifies "Catholic Mission of Western Bengal" for the purpose of the said section for the period covered by the assessment years 1980-81 to 1982-83.

[No. 5144/F. No. 197/233/80-IT(AI)]
MILAP JAIN, Under Secy.

आदेश

नई दिल्ली, 30 मार्च, 1983

स्टाम्प

का. आ. 1834.—भारतीय स्टाम्प अधिनियम, 1899 (1899 का 2) की धारा 9 की उपधारा (1) के खण्ड (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा उस शुल्क को माफ करती है जो ग्रामीण विद्युतीकरण निगम लि. नई दिल्ली द्वारा ऋणपत्रों के रूप में (9 वीं श्रृंखला) जारी किए

जाने वाले केवल उनतीस करोड़, सत्तानवे लाख और पचास हजार रु. के मूल्य के बंधपत्रों पर उक्त अधिनियम के अंतर्गत प्रभावी है।

[संख्या 15/83-स्टाम्प/फा. सं. 33/12/83-बि. क.]

भगवान दास, अवर सचिव

ORDER

New Delhi, the 30th March, 1983

STAMPS

S.O. 1834.—In exercise of the powers conferred by clause (a) of sub-section (1) of section 9 of the Indian Stamp Act, 1899 (2 of 1899), the Central Government hereby remits the duty with which the bonds in the nature of debentures (9th series) to the value of rupees twenty-nine crores, ninety-seven lakhs and fifty thousands only to be issued by the Rural Electrification Corporation Limited, New Delhi, are chargeable under the said Act.

[No. 15/83-Stamps/F. No. 33/12/83-ST]

आदेश

नई दिल्ली, 4 अप्रैल, 1983

स्टाम्प

का० आ० 1835.—भारतीय स्टाम्प अधिनियम, 1899 (1899 का 2) की धारा 9 की उपधारा (1) के खण्ड (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार एतद्वारा उस शुल्क को माफ करती है जो भारतीय निर्यात आयात बैंक अधिनियम, (1981 का 28 अधिनियम) के अंतर्गत स्थापित भारतीय निर्यात और आयात बैंक द्वारा समय समय पर प्रोमिसरी नोटों के रूप में जारी किए जाने वाले बंधपत्रों पर उक्त अधिनियम के अंतर्गत प्रभावी है।

[संख्या -13/83-स्टाम्प/फा० सं० 33/38/82 बि. क०]

एन० राजा, उप सचिव

ORDER

New Delhi, the 4th April, 1983

STAMPS

S.O. 1835.—In exercise of the powers conferred by clause (a) of sub-section (1) of section 9 of the Indian Stamp Act, 1899 (2 of 1899), the Central Government hereby remits the duty chargeable under the said Act in respect of bonds in the form of promissory notes to be issued from time to time by the Export Import Bank of India established under the Export Import Bank of India Act, 1981 (Act 28 of 1981).

[No. 13/83-Stamps/F. No. 33/38/82-ST]

N. RAJA, Dy Secy.

(आर्थिक कार्य विभाग)

(बैंकिंग प्रभाग)

नई दिल्ली, 25 मार्च, 1983

का० आ० 1836.—जमा बीमा और प्रत्यय गारंटी निगम अधिनियम, 1961 (1961 का 47) की धारा 6

की उपधारा (1) के खंड (घ) के उपबन्धों के अनुसरण में, केन्द्रीय सरकार एतद्वारा श्री जग० बी० माधव राव, प्रबंध निदेशक, भारतीय साधारण बीमा निगम को 25 मार्च, 1983 से प्रारम्भ होने वाली और 24 मार्च, 1985 को समाप्त होने वाली अवधि के लिए जमा बीमा और प्रत्यय गारंटी निगम के निदेशक के रूप में नामित करती है।

[संख्या एफ० 6/9/82-बी० ओ० (1)]

च० वा० मीरचन्दानी, उप सचिव

(Department of Economic Affairs)

(Banking Division)

New Delhi, the 25th March, 1983

S.O. 1836.—In pursuance of the provisions of clause (d) of sub-section (1) of section 6 of the Deposit Insurance and Credit Guarantee Corporation Act, 1961 (47 of 1961), the Central Government hereby nominates Shri R. V. Madhava Rao, Managing Director, General Insurance Corporation of India as a Director of the Deposit Insurance and Credit Guarantee Corporation for a period commencing on the 25th March, 1983 and ending with the 24th March, 1985.

[No. F. 6/9/82-B O. (1)]

C. W. MURCHANDANI, Dy Secy.

नई दिल्ली, 2 अप्रैल, 1983

का. आ. 1837.—बैंककारी विनियमन अधिनियम, 1949 (1949 का 10) की धारा 53 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, भारतीय रिजर्व बैंक की सिफारिश पर एतद्वारा यह घोषणा करती है कि उक्त अधिनियम की तीसरी अनुसूची के फॉर्म 'के' के साथ संलग्न टिप्पणी (च) के उपबन्ध, 31 दिसम्बर, 1982 की स्थिति के अनुसार तैयार किए गए निम्नलिखित बैंकों के तुलन-पत्रों पर, उस सीमा तक लागू नहीं होंगे जब उक्त फॉर्म की सम्पत्ति तथा परिसम्पत्ति शीर्ष की मद 4 के उपशीर्ष (ii), (iii), (iv) और (v) के सामने अन्दर के कालम में दिखाया गया मूल्य उस उपशीर्ष के अन्तर्गत निवेशों के बाजार मूल्य से बढ़ जाएगा। उस उपशीर्ष के अन्तर्गत किए गए निवेशों का बाजार मूल्य कोष्ठकों के अन्दर अलग से दिखाया गया है :—

1. इलाहाबाद बैंक
2. इण्डियन बैंक
3. बिजया बैंक
4. देना बैंक
5. बनारस स्टेट बैंक लि.

[संख्या 15/2/83-बी.ओ. 3]

New Delhi, the 2nd April, 1983

S.O. 1837.—In exercise of the powers conferred by Section 53 of the Banking Regulation Act, 1949 (10 of 1949) the Central Government on the recommendation of the Reserve Bank of India, hereby declares that the provisions of Note (f) appended to the form 'A' in the Third Scheduled to the said Act shall not apply to the following banks, viz :—

1. Allahabad Bank
2. Indian Bank
3. Vijaya Bank
4. Dena Bank
5. Banaras State Bank Limited.

In respect of their balance-sheet as on the 31st December, 1982 which when the value shown in the inner column against any of the sub-heads (ii), (iii), (iv) and (v) of the item 4 of the Property and Assets side of the said Form exceeds the market value of the investments under that sub-head, shows separately within brackets the market value of the investments under that sub-head.

[No. 15/2/83-B O. III]

का. आ. 1838.—बैंककारी विनियमन अधिनियम, 1949 (1949 का 10) की धारा 53 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार भारतीय रिजर्व बैंक की सिफारिश पर एतद्वारा घोषणा करती है कि उक्त अधिनियम की धारा 10-ख के उपबन्ध, बड़ी दोआब बैंक लिमिटेड, होशियारपुर पर 31 मार्च, 1984 तक अथवा अध्यक्ष एवं मुख्य कार्यपालक की निवृत्ति होने तक, इनमें से जो भी पहले हो, लागू नहीं होगा।

[संख्या 15/12/83-बी.ओ. 3]

एन. डी. बत्रा, अवर सचिव

S.O. 1838.—In exercise of the powers conferred by Section 53 of the Banking Regulation Act, 1949 (10 of 1949), the Central Government, on the recommendation of the Reserve Bank of India, hereby declares that the provisions of Section 10B of the said Act shall not apply to the Bari Doab Bank Ltd., Hoshiarpur, till the 31st March, 1984 or till the appointment of a Chairman and Chief Executive Officer, whichever is earlier.

[N. 15/12/83-B O. III]

N. D. BATRA, Under Secy

वाणिज्य मंत्रालय

संयुक्त मुख्य नियंत्रक आयात तथा निर्यात का कार्यालय
(केन्द्रीय लाइसेंस क्षेत्र)

इन्द्रप्रस्थ स्टेट, इन्द्रप्रस्थ भवन, नई दिल्ली-110002

दिल्ली, 31 दिसम्बर, 1982

का०आ० 1839.—मैसर्स इन्टरॉड एक्सपोर्ट डिविजन, 1202, आकाश दीप विल्डिंग, बाराखम्बा रोड, नई दिल्ली को एक आर० ई० पी० ला० सं० पी/के/2961040 दि० 3-8-82 वास्ते 90,700 रु०—अप्रैल-मार्च-83 की आयात नीति के गुप-ए-82, कालम-4 अपैन्डिक्स-17 तथा वैल्यू रिसट्रिक्शन के अन्तर्गत जारी किया गया था।

मैसर्स इन्टरॉड एक्सपोर्ट डिविजन, 1202 आकाश दीप विल्डिंग, बाराखम्बा रोड, नई दिल्ली ने अपने पत्र सं० 2225/131/254, दि० 24-11-82 द्वारा यह सूचित किया है कि उन्होंने उक्त लाइसेंस प्राप्त नहीं किया है। ऐसा प्रतीत होता है कि उक्त लाइसेंस किन्हीं गलत हाथों में चला गया है।

अतः आयात व्यापार नियंत्रण आदेश 1955 दि० 7-12-55 (यथा संशोधित) की धारा 9(1) (ए) से प्रदत्त अधिकारों का प्रयोग करते हुए ला० सं० पी/के/2961040 दि० 3-8-82 वास्ते 90,700 रु० की दोनों कस्टम एवं एक्सचेंज कापियों को निरस्त किया जाता है।

[सं०एस०पी०एस०/इंजी-107/जे०एम०-82/

ई०पी०-7/सी०एम०ए०/3719]

एस० बाला कृष्णा पिल्लई, उप मुख्य नियंत्रक आयात-निर्यात
कृते० सं० मु० नियंत्रक आयात-निर्यात

MINISTRY OF COMMERCE

(Office of the Jt. Chief Controller of Imports & Exports)

(CENTRAL LICENSING AREA)

CANCELLATION ORDER

New Delhi, the 31st December, 1982

S.O. 1839.—M/s. Interads Export Division, 1202 Akash Deep Bldg. Barakhamba Rd., New Delhi were issued a REP. licence No. P/K/2961040 dated 3rd August, 1982 for Rs. 90700 for the import of items against Product Group A. 82 under Col. 4 of Appendix 17 of Am. 83 Policy with value restrictions if any provided therein. M/s. Interads Export Division, 1202, Akash Deep Bldg. Barakhamba Road, New Delhi vide their letter No. 2285/131/254 dated 24th November, 1982 have informed that they have not received the licence. It appears that the licence in question has fallen in wrong hands. In exercise of the powers conferred on me under clause 9(i)(a) of the Import Trade Control Order 1955 dated 7th December, 1955 as amended upto date, the said original both Customs purpose copy and Exchange Control copy of licence No. P/K/2961040 dated 3rd August, 1982 for Rs. 90700 is hereby cancelled.

[No. SPS/ENGG. 107/JM. 82/EP. VII/CLA/3718]

S. BALAKRISHNA PILLAI, Dy. Chief Controller
for Jt. Chief Controller of Imports & Exports

(मुख्य नियंत्रक आयात-निर्यात का कार्यालय)

नई दिल्ली, 25 मार्च, 1983

का० प्रा० 1840:—सर्वश्री टाटा आयरन एण्ड स्टील कम्पनी लि०, 24, होमी मोदी स्ट्रीट, फोर्ट, बम्बई-23 की आई० एफ० सी० वाणिज्यतन्त्र से विदेशी मुद्रा विनिमय ऋण के अन्तर्गत 49,48,900 रु० (22657 पाउंड + स्वी० फ्रैं० 88,5193) मूल्य के लिए आयात लाइसेंस सं० पी०/सीजी/2084766/एस/डब्ल्यू पी/82/एच/82, दिनांक 19-5-82 प्रदान किया गया था। अब उन्होंने उपर्युक्त लाइसेंस की अनुलिपि प्रति जारी करने के लिए इस आधार पर आवेदन किया है कि मूल लाइसेंस (सीमाशुल्क नियंत्रण प्रयोजन प्रति) उनसे खो गया है। अस्थानस्थ हो गया है। अनुलिपि लाइसेंस पूरे मूल्य अर्थात् 49,48,900 रुपए (22657 पाउंड + स्वी० फ्रैं० 885193) के लिए मांगा गया है।

इस तर्क के समर्थन में, आवेदक ने जमशेदपुर मजिस्ट्रेट के समक्ष विधिवत् शपथ लेकर एक शपथ पत्र दाखिल किया है। तदनुसार, मैं संतुष्ट हूँ कि मूल आयात लाइसेंस खो गया है/अस्थानस्थ हो गया है। अतएव अद्यतन यथासंगोहित आयात (नियंत्रण) आदेश 1955 दिनांक 7-12-1955 की उपधारा 9(सीसी) के अधीन प्रदत्त अधिकार का प्रयोग करते हुए सर्वश्री टाटा आयरन एण्ड स्टील कं० लि०, बम्बई के नाम में जारी किया गया उपर्युक्त आयात लाइसेंस (सीमा शुल्क नियंत्रण प्रयोजन प्रति) सं० पी/सी जी/2084766 दिनांक 19-5-82 एतद्वारा रद्द किया जाता है।

उपर्युक्त लाइसेंस की अनुलिपि (सीमा शुल्क नियंत्रण प्रयोजन प्रति) आवेदक को अलग से जारी की जा रही है।

[मि० सं० सी जी-4/772/82/1/411]

शंकर चन्द, उप मुख्य नियंत्रक, आयात-निर्यात
कृते मुख्य नियंत्रक, आयात एवं निर्यात

(Office of the Chief Controller of Imports & Exports)

New Delhi, the 25th March, 1983

S.O. 1840.—M/s. Tata Iron and Steel Company Ltd., 24, Homi Mody Street, Fort, Bombay-23 was granted import licence No. P/C G/2084766/S/WP/82/H/82 dated 19th May, 1982 under foreign Exchange loan from IFC, Washington for Rs. 49,48,900 (£ 22657 + Sw. Fr. 88,5193). They have applied for issue of duplicate licence (Custom Control Purposes) of the said licence on the ground that the original import licence (Custom Control Purpose) has been lost/misplaced. Duplicate licence is required for the full amount Rs. 49,48,900 (£ 22657 + Sw. Fr. 88,5193).

In support of this contention, the applicant has filed an affidavit duly sworn in before a Magistrate at Jamsedhpur. I am accordingly satisfied that the original import licence has been lost/misplaced. Therefore, in exercise of the powers conferred under Sub-clause 9(CC) of the Import (Control) Order 1955 dated 7th December, 1955 as amended, the said import licence (Custom Control Purpose) No. P/CG/2084766 dated 19th May, 1982 issued to M/s. The Tata Iron and Steel Company Ltd. Bombay is hereby cancelled.

A duplicate import licence (Customs Control Purposes) of the said licence is being issued separately to the licensee.

[F. No. CG. IV/772/82/1/411]

SHANKAR CHAND, Dy. Chief Controller
for Chief Controller of Imports & Exports

संयुक्त मुख्य नियंत्रक आयात तथा निर्यात का कार्यालय

आदेश

मद्रास, 15 मार्च, 1983

का. आ. 1841.—सर्वश्री मीनाक्षी प्राविजन स्टोर, 59, नारायण मुदली स्ट्रीट, मद्रास-6000001 को रुपये 10,000 तक सूखे फलों का आयात करने के लिए आयात लाइसेंस संख्या पी-इजट-1935738-सी-एक्सएक्स-82-एम. 81, दिनांक 7-1-82 जारी किया गया था।

उपर्युक्त लाइसेंस मद्रासी लेखापाल द्वारा भूतपूर्व आयात के प्रमाणपत्र जारी करने के आधार पर प्राप्त किया गया है। उस प्रमाणपत्र के अवास्तविकता के बारे में विश्वास करने का कारण दिखाई देने से, पाटी से यह पृष्ठ हुए एक कारण बताओ नोटिस जारी किया गया था कि 2-3-83 को व्यक्तिगत सूचनाई का अवसर देने के पश्चात् उनको जारी किया गया लाइसेंस क्यों न रद्द कर दिया जाए। अपने मामले को स्पष्ट करने व्यक्तिगत सूचनाई के लिए पाटी न आने के कारण, मैं इस बात से संतुष्ट हूँ कि उपर्युक्त लाइसेंस गलत मद्रासी लेखापाल प्रमाणपत्र के आधार पर प्राप्त किया गया है और एतद्वारा लाइसेंस को रद्द करने की एक-पक्षीय निर्णय लेता हूँ।

मैं, आयात (नियंत्रण) आदेश 1955 की धारा 9(1)(ए) के अन्तर्गत प्रदत्त अधिकारों का प्रयोग करते हुए, सर्वश्री मीनाक्षी प्राविजन स्टोर, 59, नारायण मुदली स्ट्रीट, मद्रास-6000001 को, अप्रैल-मार्च 1982 की अवधि के लिए रुपये 10,000 तक सूखे फलों का आयात करने के लिए जारी किया गया लाइसेंस संख्या पी-इजट-1935738-सी-एक्सएक्स-82-एम-81, दिनांक, 7-1-82 को एतद्वारा रद्द करता हूँ।

[मुख्य. डीएफ-379-एम-82-एयू 3]

(Office of the Joint Controller of Imports and Exports)

ORDERS

Madras, the 15th March, 1983

S.O. 1841.—M/s. Meenakshi Provision Store, 59-Narayana mudali Street, Madras-600001 were granted a Licence No. P/Z/1935738/C/XX/82/M/81 dt. 7-1-82 for import of Dry Fruits for Rs. 10,000.

As there was a reason to believe that the above Import Licence has been obtained by producing a Chartered Accountant Certificate certifying their past imports which was not genuine, a Show Cause Notice was issued calling upon the Licence Holder to Show Cause why action should not be taken to cancel the licence giving an opportunity for a personal hearing on 2-3-83. As the party did not turn up for a personal hearing to explain his case, I am satisfied that the above Import Licence has been obtained by fraudulent means and hereby decide to cancel the licence ex-parte.

I, in exercise of the powers vested on me in terms of Clause 9(1)(a) of the Imports (Control) Order, 1955, hereby cancel the Import licence No. P/Z/1935738/C/XX/82/M/81 dt. 7-1-82 issued to M/s. Meenakshi Provision Store, 59, Narayana Mudali Street, Madras-600001 for import of Dry Fruits for Rs. 10,000. for April-March 1982 period.

[I. No. DF/739/AM. 82/AU. III]

का. आ. 1842.—सर्वश्री रोशन ट्रेडिंग कारपोरेशन, 59, नारायण मुदली स्ट्रीट, मद्रास-600001 को रुपये 10,000 तक सूखे फलों का आयात करने के लिए आयात लाइसेंस संख्या पी-इजिट-1935711-सी-एक्सएक्स-81-एम-81, दिनांक, 30-12-81 जारी किया गया था।

उपयुक्त लाइसेंस सनदी लेखापाल द्वारा भूतपूर्व आयात के प्रमाणपत्र जारी करने के आधार पर प्राप्त किया गया है। उस प्रमाणपत्र के अवास्तविकता के बारे में विश्वास करने का कारण दिखाई देने से, पार्टी ने यह पृष्ठों हुए एक कारण बताओ नोटिस जारी किया गया था कि 2-3-83 को व्यक्तिगत मुनवाई का अवसर देने के पश्चात् उनको जारी किया गया लाइसेंस क्यों न रद्द कर दिया जाए। अपने मामले को स्पष्ट करने व्यक्तिगत मुनवाई के लिए पार्टी ने आने के कारण, मैं इस बात से संतुष्ट हूँ कि उपयुक्त लाइसेंस गलत सनदी लेखापाल प्रमाणपत्र के आधार पर प्राप्त किया गया है और एतद्वारा लाइसेंस को रद्द करने की एक-पक्षीय निर्णय लेता हूँ।

मैं, आयात (नियंत्रण) आदेश 1955 की धारा 9(1)(ग) के अन्तर्गत प्रदत्त अधिकारों का प्रयोग करते हुए, सर्वश्री रोशन ट्रेडिंग कारपोरेशन, मद्रास-600001 को अप्रैल-मार्च 1982 की अवधि के लिए रुपये 10,000 तक सूखे फलों का आयात करने के लिए जारी किये गये लाइसेंस संख्या पी-इजिट-1935711-सी-एक्सएक्स-81-एम-81, दिनांक 30-12-81 को एतद्वारा रद्द करता हूँ।

[संख्या : डीएफ-705-एम 82-एम 3]

सी. जी. फेरनांडेज, उप मुख्य नियंत्रक,
आयात तथा निर्यात

S.O. 1842.—M/s. Rosan Trading Corporation, 59, Narayana Mudali St., Madras-600001 were granted a Licence No. P/Z/1935711/C/XX/81/M/81, dated, 30-12-81 for import of Dry Fruits for Rs. 10,000.

As there was a reason to believe the above import licence has been obtained by producing a Chartered Accountant Certificate certifying their past imports which was not genuine, a Show Cause Notice was issued calling upon the Licence Holder to Show Cause why action should not be taken to cancel the licence giving an opportunity for a personal Hearing on 2-3-83. As the Party did not turn up for a personal Hearing to explain his case, I am satisfied that the above Import Licence has been obtained by fraudulent means and hereby decide to cancel the licence ex-parte.

I, in exercise of the Powers vested on me in terms of Clause 9(1)(a) of the Imports (Control) Order 1955, hereby cancel the Import Licence No. P/Z/1935711/C/XX/81/M/81, dated, 30-12-81 issued to M/s. Rosan Trading Corporation, Madras-

600001 for import of Dry Fruits for Rs. 10,000 for April-March 1982 period.

[No. DF/705/AM. 82/AU. III]

C. G. FERNANDEZ, Dy. Chief Controller,
Imports, Exports

संयुक्त मुख्य नियंत्रक आयात-निर्यात का कार्यालय

(केन्द्रीय लाइसेंस क्षेत्र)

निरस्त आदेश

नई दिल्ली, 3 अप्रैल, 1983

का० अ० 1843.—सर्वश्री सुप्रिन्टेंडिंग इंजीनियर, हरियाणा स्टेट इलेक्ट्रिसिटी बोर्ड, विद्युत नगर, हिस्सार को एक आयात लाइसेंस सं० पी०/सी०जी०/2079502, दिनांक, 30-9-80 वास्ते 1,22,500/- रु०, 5 न० के मोटर-कम-हैन्ड सेपरेटेड इन्सुलेशन म्यगर्स वास्ते 220/132/66/33 डी०बी० सब-स्टेशन, के आयात हेतु जारी किया गया था।

आवेदक फर्म ने इस कथन के समर्थन में अब एक गणपथ-पत्र आयात-निर्यात की कार्यविधि पुस्तिका 1982-83 के पैरा 357 के अन्तर्गत प्रस्तुत किया है जिसमें कहा गया है उनके लाइसेंस सं० पी०/सी०जी०/2079502, दिनांक, 30-9-80 वास्ते 1,22,500/- रु० अप्रैल-मार्च 1981 की अवधि के लिए जारी किया गया की कस्टम हेतु कापी बिना इस्तेमाल एवं किसी कस्टम पर पंजीकृत हुए ही खो गई है।

मैं संतुष्ट हूँ कि उक्त आयात लाइसेंस की मूल कस्टम हेतु कापी खो गई है।

अतः आयात-व्यापार नियंत्रण आदेश 1955 दि० 7-12-55 (यथा संशोधित) की धारा 9 (सी मी) में प्रदत्त अधिकारों का प्रयोग करते हुए मैं उपरोक्त लाइसेंस सं० पी०/सी०जी०/2079502 दि० 30-9-80 की मूल कस्टम हेतु कापी वास्ते 1,22,500 रु० का निरस्त करने का आदेश देता हूँ।

उपरोक्त का अब आयात-निर्यात की कार्यविधि - पुस्तिका 1982-83 के पैरा 357 के अनुसार उक्त लाइसेंस सं० पी०/सी०जी०/2079502, दिनांक 30-9-80 वास्ते 1,22,500 रु० कस्टम हेतु कापी को अनुरूप (डुप्लीकेट कापी) जारी करने पर विचार किया जायेगा।

[सं० जी० आर०/148/ए० एम०-81/ए० यू० 2/सी एल ए]

साहन लाल चौहान, उप मुख्य नियंत्रक, आयात-निर्यात
कृते संयुक्त मुख्य नियंत्रक आयात-निर्यात

Office of the Jt. Chief Controller: of Imports and Exports
(CENTRAL LICENSING AREA)

CANCELLATION ORDER

New Delhi, the 3rd April, 1983

S.O. 1843.—M/s. The Supdt Engineer, Haryana State Electricity Board Vidhyut Nagar, Hisar were granted Import Licence No P/CG/2079502 dt. 30-9-80 for Rs. 1,22,500 for import of 5 Nos. Motor-cum-Hand separated Insulation meggers for 220/132/66/33 DV Sub Station.

The applicant has filed an affidavit as required under para 357 of Hand Book of Import Export Procedure 1982-83, wherein they have stated that Custom Purpose of the Licence No. P/CG/2079502 dt 30-9-80 for Rs. 1,22,500 issued for the period AM. 81 has been lost/misplaced without having been registered with any custom authority and utilised at all

I am satisfied that the Customs purpose copy of the licence has been misplaced

In exercise of the powers conferred on me under subject clause 9(cc) in the Import Trade Control Order, 1955 dt. 30-9-82 as amended upto date, the said original customs purpose copy of Licence No. P/CG/2079502 dt. 30-9-80 for the value of Rs. 1,22,500 are hereby cancel.

The applicant is now being issued duplicate of both Customs Purpose copy of Import Licence No. P/CG/2079502 dt. 30-9-82 for Rs. 1,22,500 in accordance with the provision of para 357 of Hand Book of Import Export Procedure 1982-83.

[File No. GR/148/AM. 81/AU. II/CLA]
SOHAN LAL CHAUHAN, Dy. Chief Controller

उद्योग मंत्रालय

(भारी उद्योग विभाग)

आदेश

नई दिल्ली, 31 मार्च, 1983

का० आ० 1844.—उद्योग (विकास तथा विनियमन) अधिनियम, 1951 (1951 का 65) की धारा 6 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए एवम् विकास परिषद् (कार्यविधिका) नियम, 1952 के नियम 2, 4 और 5 के साथ पड़ते हुए, केन्द्रीय सरकार, एतद्वारा श्री जी० ए० आर० शेख को भारत सरकार, उद्योग मंत्रालय (भारी उद्योग विभाग) के आदेश संख्या का० आ० 745 (ड), दिनांक 14 अक्टूबर, 1981 द्वारा मशीनी औजारों के निर्माण या उत्पादनरत अनुसूचित उद्योगों के लिए गठित की गई विकास परिषद् का सदस्य नियुक्त करती है और निदेश देती है कि उक्त आदेश में निम्नलिखित संशोधन किया जाएगा, अर्थात्:—

उक्त आदेश में, क्रम संख्या 10 के सामने दी गई प्रविष्टि के स्थान पर निम्नलिखित प्रविष्टियाँ रखी जाएंगी, अर्थात्:—

“10. श्री जी० ए० आर० शेख,

अध्यक्ष,

इंडियन मशीन टूल मैनुफैक्चरर्स एसोसिएशन,
82, जोर्ल्स मेकर चैम्बर,
2225 नरीमन प्वाइंट,
बंबई-400021

[फा० सं० 19-7/81 एम० टी०]

शोभन कानूनगो, संयुक्त सचिव

MINISTRY OF INDUSTRY

(Department of Heavy Industry)

ORDER

New Delhi, the 31st March, 1983

S.O. 1844.—In exercise of powers conferred by section 6 of the Industries (Development & Regulation) Act, 1951 (65 of 1951) read with Rules 2, 4 and 5 of the Development Council (Procedural) Rules, 1952, the Central Government hereby appoints Shri G.A.R. Shaikh to be a member of the

Development Council constituted by the Order of the Government of India in the Ministry of Industry (Department of Heavy Industry) No. S. O. 745(E) dated the 14th October, 1981 for the Scheduled Industries engaged in the manufacture or production of Machine Tools and direct that the following amendment shall be made in the said Order, namely:—

In the said Order for the entries occurring against serial number 10, the following entries shall be substituted namely:

“10. Shri G.A.R. Shaikh,
President,
Indian Machine Tool Manufacturers Association,
82, Jolly Maker Chambers,
2225 Nariman Point,
Bombay-400021.

[F. No. 19-7/81-MT]
S. KANUNGO, Jt. Secy.

नागरिक पूर्ति मंत्रालय

(भारतीय मानक संस्था)

नई दिल्ली, 18 मार्च, 1983

का० आ० 1845.—समय समय पर संगोष्ठित भारतीय मानक संस्था (प्रमाणन विभाग) के नियम 1955 के नियम 5 के उपनियम (1) के भारतीय मानक संस्था द्वारा अधिसूचित किया जाना है कि, वे भारतीय मानक जिनके बारे में नीचे अनुसूची में दिए गए हैं, रद्द कर दिए गए हैं और आपग ले लिए गए हैं:

अनुसूची

क्रम रद्द किए गए भारतीय मानक की संख्या व शीर्षक	भारत के राजपत्र की विवरण एम० ओ० संख्या और तिथि जिसमें भारतीय मानक के निष्पत्ति की सूचना छपी थी।
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1. IS: 2872-1967 प्रथम गैसों के भंडारण और परिवहन के लिए अल्प कार्बन हस्तात मिलिट्री की विशिष्टि	भारत के राजपत्र भाग II खंड 3, उपखंड (II) दिनांक 1967-5-20 श्री गई अणुभाएं मे एम० ओ० 1759 IS: 7285- दिनांक 1967-05-03 1974 में शामिल के अधीन प्रकाशित कर ली गई है।
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2. IS: 7311-1974 स्थायी और उच्च दाब द्रवित गैसों के लिए सीवनरहित उच्च कार्बन हस्तात के सिनिडरों की विशिष्टि	भारत के राजपत्र भाग II खंड 3, उपखंड (II) दिनांक 1976-05-08 में एस ओ 1596 दिनांक 1976-02-26 के अधीन प्रकाशित
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[स० सी एम० डी० 13: 7]

MINISTRY OF CIVIL SUPPLIES

INDIAN STANDARDS INSTITUTION

New Delhi, the 18th March, 1983

S.O. 1845.—In pursuance of sub-regulation (1) of Regulation 5 of the Indian Standards Institution (Certification Marks) Regulations, 1955 as amended from time to time, it is, hereby, notified that the Indian Standards, particulars of which are mentioned in the Schedule given hereafter, have been cancelled and stand withdrawn;

SCHEDULE		(1)	(2)	(3)	(4)	(5)
Sl. No. & Title of the S.O. No. & Date of Notification in the Gazette of India, Part II, Section 3 Sub-section (ii) dated 1967-05-08		15	01469 37	82-05-16	83-07-31	IS : 1333—1978
Carbon steel cylinders for the storage and transportation of liquefiable gases		16	01481 33	82-05-01	83-04-30	IS : 1307—1973
1. IS : 2872/1967 Specification for low carbon steel cylinders for the storage and transportation of liquefiable gases		17	01517 28	81-09-16	82-09-15	IS : 561—1978
2. IS : 7311-1974 Specification for seamless high carbon steel cylinders for high pressure liquefiable gases		18	01552 31	82-05-01	83-04-30	IS : 398—1976
		19	01627 33	82-02-01	83-01-31	IS : 10 (भाग 2) —1976
		20	01778 47	82-05-01	83-04-30	IS : 394—1979
		21	01825 37	82-04-16	83-04-15	IS : 565—1975
		22	01854 42	82-04-16	83-04-15	IS : 1040—1978
		23	01880 44	82-01-01	82-12-31	IS : 2202 (भाग 1) —1973
		24	01921 36	82-05-01	83-04-30	IS : 1554 (भाग 2) —1970
		25	01943 42	82-04-01	83-03-31	IS : 1221—1971
		26	01945 44	82-04-01	83-03-31	IS : 220—1972
		27	01957 48	82-05-01	83-04-30	IS : 1507—1977
		28	01960 43	82-05-01	83-04-30	IS : 3390—1977
		29	02003 11	82-02-01	83-01-31	IS : 1029—1970
		30	02100 11	82-05-01	83-04-30	IS : 10 (भाग-3) —1974
		31	02182 29	82-04-01	83-03-31	IS : 3564—1970
		32	02286 36	82-04-01	83-03-31	IS : 3975—1967
		33	02301 18	82-05-01	83-04-30	IS : 4269—1867
		34	02304 21	82-04-16	83-04-15	IS : 398 (भाग 1 और 2)—1976
		35	02324 25	82-05-16	83-05-15	IS : 516—1959
		36	02361 30	82-05-16	83-05-15	IS : 10 (भाग 3) —1974
		37	02430 26	82-04-18	83-04-15	IS : 814 (भाग 1 और 2)—1974
		38	02550 33	82-05-16	83-05-15	IS : 10 (भाग 3) —1974
		39	02614 32	82-04-01	83-03-31	IS : 718—1977
		40	02631 33	82-04-01	83-03-31	IS : 4449—1976
		41	02632 34	82-04-01	83-03-31	IS : 4450—1978
		42	02649 43	82-04-01	83-03-31	IS : 4323—1967
		43	02650 36	82-04-01	83-03-31	IS : 633—1975
		44	02671 41	82-04-01	83-03-31	IS : 3811—1976
		45	02687 49	82-06-01	83-05-31	IS : 1067—1368
		46	02768 49	82-04-01	83-03-31	IS : 562—1978
		47	02769 50	82-04-01	83-03-31	IS : 565—1975
		48	02852 44	82-04-16	83-04-15	IS : 561—1978
		49	03006 18	82-04-01	83-03-31	IS : 3637—1966
		50	03017 21	82-04-01	83-03-31	IS : 3231—965
		51	03044 24	82-05-01	83-04-30	IS : 226—1975
		52	03045 25	82-05-01	83-04-30	IS : 1977—1975
		53	03046 26	82-05-01	83-04-30	IS : 3205—1965
		54	03050 22	82-05-01	83-04-30	IS : 325—1978
		55	03220 28	82-05-16	83-05-15	IS : 774—1971
		56	03228 30	82-04-01	83-03-31	IS : 561—1978
		57	03316 29	82-01-01	82-12-31	IS : 1835—1976
		58	03343 32	82-05-01	83-04-30	IS : 694—1977
		59	03569 42	82-04-01	83-03-31	IS : 398—1976
		60	03380 37	82-04-16	83-04-15	IS : 2925—1975

[N. CMD/13 : 7]

नई दिल्ली, 22 मार्च, 1983

का. आ. 1846 —समय समय पर संशोधित भारतीय मानक संस्था (प्रमाणन चिह्न) विनियम 1955 के विनियम 8 के उपविनियम (1) के अनुसार भारतीय मानक संस्था द्वारा अधिसूचित किया जाता है कि जिन 348 लाइसेंसों के व्यौरे नीचे अनुसूची में दिए गए हैं, उनका मई 1982 में नवीकरण किया गया है :

अनुसूची

क्रम	पीएम/एल	वैध	भारतीय मानक
मंख्या	मंख्या	से तक	विशिष्ट की पद संख्या
(1)	(2)	(3)	(4)
1.	00186 25	82-04-01	83-03-31
2.	00225 15	82-05-01	83-04-30
3.	00292 26	82-05-16	83-05-15
4.	0386 31	82-03-16	83-03-15
5.	00514 21	82-06-01	83-05-31
6.	00663 33	82-05-01	83-04-30
7.	00696 44	82-01-16	83-01-15
8.	00637 37	82-05-16	83-05-15
9.	00847 39	82-06-01	83-05-31
10.	01045 17	82-05-16	83-05-15
11.	01057 21	82-05-16	83-05-15
12.	01184 27	82-03-01	83-02-28
13.	01185 28	82-05-16	83-05-15
14.	01463 31	82-05-16	83-05-15

IS : 325—1978	IS : 10 (भाग 2) —1976	IS : 1307—1973	IS : 1320—1981	IS : 5101—1969	IS : 5103—1959	IS : 692—1973	IS : 774—1971	IS : 264—1976	IS : 2566—1965	IS : 265—1976	IS : 266—1977	IS : 325—1978	IS : 694—1977	IS : 1596—1977
IS : 718—1977	IS : 4449—1976	IS : 4450—1978	IS : 4323—1967	IS : 633—1975	IS : 3811—1976	IS : 1067—1368	IS : 562—1978	IS : 565—1975	IS : 561—1978	IS : 3637—1966	IS : 3231—965	IS : 226—1975	IS : 1977—1975	IS : 3205—1965
IS : 325—1978	IS : 774—1971	IS : 561—1978	IS : 1835—1976	IS : 694—1977	IS : 398—1976	IS : 2925—1975								

(1)	(2)	(3)	(4)	(5)	(1)	(2)	(3)	(4)	(5)
61.	03709 42	82-05-01	83-04-30	IS : 1223 (भाग 1) —1970	107.	05152 35	82-05-01	83-04-30	IS : 1476—1971
62.	03752 45	82-04-01	83-03-31	IS : 203—1972	108.	05156 39	82-05-01	83-04-30	IS : 7231—1974
63.	03755 48	82-06-01	83-05-31	IS : 1695—1974	109.	05163 38	82-05-16	83-05-15	IS : 1786—1979
64.	03758 51	82-06-01	83-05-31	IS : 1698—1974	110.	05173 40	82-05-16	83-05-15	IS : 694—1977
65.	03761 46	82-06-01	83-05-31	IS : 2924—1974	111.	05182 41	02-05-01	83-04-30	IS : 5346—1975
66.	03794 55	82-04-01	83-03-31	IS : 561—1978	112.	05194 45	82-05-16	83-05-15	IS : 780—1969
67.	03797 56	82-04-16	83-04-15	IS : 722 (भाग 2) —1977	113.	05220 30	82-04-01	83-03-31	IS : 4100—1967
68.	03805 41	82-06-01	83-05-31	IS : 398—1976	114.	05221 31	82-04-01	83-03-31	IS : 3811—1976
69.	03822 42	82-05-01	83-04-30	IS : 694—1977	115.	05222 32	82-04-01	83-03-31	IS : 4450—1978
70.	03825 43	82-05-01	83-04-30	IS : 2465—1969	116.	05223 33	82-04-01	83-03-31	IS : 4469—1976
71.	03825 45	82-05-01	83-04-30	IS : 5423—1969	117.	05224 34	82-04-01	83-03-31	IS : 3865—1978
72.	03883 55	82-05-16	83-05-15	IS : 2567—1978	118.	05261 39	82-04-01	83-03-31	IS : 1507—1977
73.	03919 50	82-05-16	83-05-15	IS : 3431—1975	119.	05275 05	82-06-16	83-06-15	IS : 2148—1968
74.	04063 31	82-05-01	83-04-31	IS : 4323—1967	120.	05508 43	82-05-01	83-04-30	IS : 2567—1973
75.	04250 32	82-05-01	83-04-30	IS : 5346—1975	121.	05512 39	82-06-01	83-05-31	IS : 2567—1978
76.	04296 46	82-04-16	83-04-15	IS : 398 (भाग 1 और 2)—1976	122.	05863 59	82-04-01	83-03-31	IS : 834—1975
77.	04302 27	82-05-16	83-05-16	IS : 633—1975	123.	05879 67	82-05-01	83-04-30	IS : 261—1966
78.	04310 27	82-04-16	83-04-15	IS : 916—1975	124.	05952 59	82-04-01	83-03-31	IS : 561—1978
79.	04311 28	82-04-16	83-04-15	IS : 1538 (भाग 1 से 23)—1976	125.	06013 29	82-03-16	83-03-15	IS : 1786—1966
80.	04314 31	82-04-16	83-00-15	IS : 98 (भाग-1 और 2)—1976	126.	06019 35	82-04-01	83-03-31	IS : 564—1975
81.	04329 38	82-05-01	83-04-30	IS : 564—1975	127.	06025 33	82-05-01	83-04-30	IS : 1695—1974
82.	04348 41	82-05-01	83-04-38	IS : 1938—1974	128.	06030 30	82-04-01	83-03-31	IS : 561—1978
83.	04339 46	81-12-16	82-12-15	IS : 781—1977	129.	06036 36	82-04-01	83-03-31	IS : 2675—1966
84.	04380 41	82-05-16	83-05-15	IS : 1601—1960	130.	06038 38	82-04-01	83-03-31	IS : 4047—1967
85.	04397 50	82-05-01	83-04-30	IS : 1422—1977	131.	06041 33	82-04-16	83-04-15	IS : 916—1975
86.	04453 41	82-04-16	83-04-15	IS : 1977—1975	132.	06044 36	82-05-01	83-04-30	IS : 561—1978
87.	04472 44	82-05-01	83-04-30	IS : 398 (भाग 1) —1976	133.	06050 34	82-05-01	83-04-30	IS : 226—1975
88.	04580 47	82-05-16	83-05-15	IS : 561—1978	134.	06054 38	82-04-01	83-03-31	IS : 171—1973
89.	04691 53	81-12-16	82-12-15	IS : 1795—1974	135.	06055 39	82-04-16	83-04-15	IS : 1970 (P I)— 1974
90.	04758 55	82-04-16	83-04-15	IS : 1703—1977	136.	06060 36	82-05-16	83-07-15	IS : 633—1975
91.	04783 56	81-02-16	82-12-15	IS : 5346—1975	137.	06069 45	82-05-01	83-04-30	IS : 4250—1967
92.	04788 61	82-05-01	83-04-30	IS : 1879 (भाग 1 से 10)—1975	138.	06072 40	82-05-01	83-04-30	IS : 1694—1974
93.	04864 56	82-04-01	83-03-31	IS : 5604—1970	139.	06081 41	82-05-16	83-05-15	IS : 458—1971
94.	04912 47	82-05-16	83-05-15	IS : 7538—1975	140.	06082 42	82-05-16	83-05-15	IS : 3903—1975
95.	04935 54	82-04-16	83-04-15	IS : 633—1975	141.	06084 44	82-05-16	83-05-15	IS : 4323—1967
96.	04946 57	82-05-01	83-04-30	IS : 4985—1968	142.	06085 45	82-05-16	83-05-15	IS : 5281—1969
97.	05021 25	82-04-01	83-03-31	IS : 2567—1978	143.	06092 44	82-05-16	83-05-15	IS : 419—1969
98.	05044 32	82-05-01	83-04-30	IS : 561—1978	144.	06093 45	82-05-01	83-04-30	IS : 2347—1974
99.	05089 45	82-04-16	83-04-15	IS : 3074—1979	145.	06106 33	82-05-16	83-05-15	IS : 3652—1974
100.	05102 25	82-04-01	83-03-31	IS : 1786—1966	146.	06121 32	82-06-01	83-07-15	IS : 2645—1975
101.	05103 26	82-05-01	83-04-30	IS : 5852—1977	147.	06142 37	82-06-01	83-05-31	IS : 1786—1979
102.	05121 28	82-05-01	83-04-30	IS : 7652—1975	148.	06440 44	82-06-01	83-07-15	IS : 427—1965
103.	05145 36	82-04-16	83-04-15	IS : 3976—1975	149.	09636 66	82-05-01	83-04-30	IS : 1541 (भाग-1) —1976
104.	05148 39	82-05-01	83-04-30	IS : 7406 (भाग 1) —1974	150.	06527 50	81-11-16	82-11-15	IS : 3564—1970
105.	05150 33	82-05-01	83-04-30	IS : 4964—1975	151.	06557 56	82-05-16	83-07-15	IS : 2567—1978
106.	05151 34	82-05-01	83-08-15	IS : 2645—1975	152.	06562 53	82-06-01	83-05-31	IS : 1601—1960
					153.	06735 56	82-05-16	83-05-15	IS : 774—1971
					154.	06743 56	82-05-01	83-04-30	IS : 1786—1979
					155.	06755 60	82-04-01	83-03-31	IS : 4323—1967
					156.	06874 66	82-05-01	83-04-30	IS : 778—1971
					157.	06895 71	82-05-01	83-04-30	IS : 1554—1976
					158.	06899 75	82-04-01	83-03-31	IS : 5430—1969
					159.	06900 51	82-04-01	83-03-31	IS : 398—1976

(1)	(2)	(3)	(4)	(5)	(1)	(2)	(3)	(4)	(5)		
160.	06902	53	82-05-16	83-06-30	IS : 3537—1966	209.	07716	57	82-05-01	83-04-30	IS : 4989—1974
161.	06908	59	82-05-01	83-04-30	IS : 203—1972	210.	07719	60	82-05-01	83-04-30	IS : 2645—1975
162.	06909	60	82-05-01	83-04-30	IS : 203—1972	211.	07720	53	82-05-01	83-04-30	IS : 1222—1973
163.	06910	53	82-05-01	83-04-30	IS : 2576—1976	212.	07721	54	82-05-01	83-04-30	IS : 1239 (भाग 1) ---1979
164.	06917	60	82-04-01	83-03-31	IS : 1030—1974	213.	07731	56	82-05-01	83-04-30	IS : 2052—1975
165.	06924	59	82-04-16	83-04-15	IS : 564—1975	214.	07736	61	82-05-01	83-04-30	IS : 565—1975
166.	06933	60	82-04-16	83-04-15	IS : 427—1965	215.	07740	57	82-05-16	83-05-15	IS : 1161—1979
167.	06948	67	82-04-16	83-04-15	IS : 2202 (भाग 1) —1973	216.	07741	58	82-05-16	83-05-15	IS : 4654—1974
168.	06950	61	82-04-16	83-10-15	IS : 6003—1970	217.	07744	61	82-05-01	83-04-30	IS : 1786—1979
169.	06953	64	82-04-16	83-04-15	IS 1726—(भाग 4) —1974	218.	07745	62	82-05-16	83-05-15	IS : 694—1977
170.	06954	65	82-04-16	83-04-15	IS : 780—1969	219.	07748	65	82-05-16	83-05-15	IS : 2645—1975
171.	06957	68	82-04-16	83-04-15	IS : 3224—1971	220.	07749	66	82-05-16	83-05-15	IS : 778—1971
172.	06958	69	82-04-16	83-04-15	IS : 5455—1969	221.	07751	60	82-05-16	83-05-15	IS : 5490 (भाग 1 और 2)—1977
173.	06980	67	82-05-01	83-04-30	IS : 562—1978	222.	07752	61	82-05-16	83-05-15	IS : 8249—1976
174.	06982	69	82-05-01	83-04-30	IS : 3195—1975	223.	07778	71	82-06-10	83-05-31	IS : 1161—1979
175.	06985	72	82-05-01	83-04-30	IS : 1832—1961	224.	07779	72	82-06-01	83-05-31	IS : 1239 (भाग-1) —1979
176.	06988	75	82-05-16	83-05-15	IS : 427—1965	225.	07783	68	82-06-01	83-05-31	IS : 1161—1979
177.	06997	76	82-05-16	83-05-15	IS : 1601—1960	226.	07785	70	82-06-01	83-05-31	IS : 1239 (भाग 1) —1979
178.	07002	30	82-05-16	83-05-15	IS : 1879—1975	227.	08265	55	82-01-01	82-12-31	IS : 694—1977
179.	07353	50	81-12-01	82-11-30	IS : 2266—1962	228.	08283	57	82-01-16	83-10-15	IS : 1703—1977
180.	07454	54	82-05-01	83-04-30	IS : 4431—1967	229.	08284	58	82-01-16	83-01-15	IS : 8931—1978
181.	07489	65	82-05-01	83-04-30	IS : 1554 (भाग 1) —1976	230.	08285	59	82-01-16	83-01-15	IS : 2692—1978
182.	07523	50	82-05-16	83-05-15	IS : 6439—1978	231.	08286	60	82-01-16	83-01-15	IS : 1795—1974
183.	07543	54	82-05-01	83-04-30	IS : 3476—1976	232.	08287	61	82-01-16	83-01-15	IS : 781—1977
184.	07553	56	82-04-16	83-04-15	IS : 3601—1968	233.	08288	62	82-01-16	83-01-15	IS : 8934—1978
185.	07564	59	82-03-01	83-02-28	IS : 10 (भाग 3) ---1974	234.	08327	52	82-04-16	83-04-15	IS : 1161—1968
186.	07572	59	82-06-01	83-05-31	IS : 1601—1960	235.	08432	52	82-03-16	83-03-15	IS : 694—1977
187.	07596	67	82-03-16	83-03-15	IS : 4964—1975	236.	08433	53	82-03-16	85-03-15	IS : 1554 (भाग 4) ~1976
188.	07598	69	82-04-01	83-03-31	IS : 565—1975	237.	08478	66	82-04-01	83-03-31	IS : 1741—1975
189.	07604	50	82-03-16	83-03-15	IS : 848—1974	238.	08488	68	82-05-01	83-04-30	IS : 2567—1978
190.	07623	53	82-04-01	83-03-31	IS : 2074—1962	239.	08489	69	82-04-01	83-03-31	IS : 2566—1965
191.	07635	57	82-04-01	83-03-31	IS : 2339—1963	240.	08493	65	82-04-01	83-03-31	IS : 226—1975
192.	07640	54	82-04-01	83-03-31	IS : 261—1966	241.	08512	51	82-04-01	83-03-31	IS : 3450—1976
193.	07647	61	82-04-01	83-03-31	IS : 4964—1975	242.	08519	58	82-04-01	83-03-31	IS : 2888—1974
194.	07660	58	82-04-01	83-03-31	IS : 4467—1967	243.	08530	53	82-04-16	83-04-15	IS : 834—1975
195.	07667	65	82-04-16	83-04-15	IS : 3065—1970	244.	08544	59	82-04-16	83-04-15	IS : 3087—1965
196.	07672	62	82-04-01	83-03-31	IS : 2932—1974	245.	08545	60	82-04-16	83-04-15	IS : 8183—1976
197.	07684	66	82-04-16	83-04-15	IS : 1161—1979	246.	08547	62	82-04-16	83-04-15	IS : 4246—1978
198.	07688	70	82-04-16	83-04-15	IS : 226—1975	247.	08549	64	82-04-16	83-04-15	IS : 1165—1975
199.	07689	71	82-04-16	83-04-15	IS : 1977—1975	248.	08566	65	82-04-16	83-04-15	IS : 2653—1964
200.	07696	70	82-04-16	83-04-15	IS : 458—1971	249.	08567	66	82-04-16	83-04-15	IS : 2653—1964
201.	07699	73	82-04-16	83-04-15	IS : 1239 (भाग 1) —1973	250.	08568	67	82-04-16	83-04-15	IS : 1547—1968
202.	07701	50	82-04-16	83-04-15	IS : 6915—1978	251.	08581	64	82-04-16	83-04-15	IS : 1989 (भाग 1 और II)—1978
203.	07704	53	82-05-01	83-04-30	IS : 1221—1971	252.	08582	65	82-04-16	83-04-5	IS : 5852—1977
204.	07705	54	82-04-16	83-04-15	IS : 458—1971	253.	08583	66	82-04-16	83-04-15	IS : 4654—1974
205.	07706	55	82-05-01	83-04-30	IS : 4989—1974	254.	08584	67	82-04-16	83-04-15	IS : 1943—1964
206.	07710	51	82-04-16	83-04-15	IS : 1601—1960	255.	08589	72	82-04-16	83-04-15	IS : 226—1975
207.	07713	54	82-05-01	83-04-30	IS : 3899—1966	256.	08591	66	82-04-16	83-04-15	IS : 325—1978
208.	07714	55	82-05-01	83-04-30	IS : 778—1971	257.	08594	69	82-04-16	83-04-15	IS : 269—1976

[सं० सी एम डी/१३-१२]
ए० पी० बनर्जी, अपर महाविदेशक

New Delhi, the 22nd March, 1983

S O 1846 In pursuance of sub-regulation (1) of Regulation of the Indian Standards Institution (Certification Marks) Regulation, 1955, as amended from time to time, the Indian Standards Institution, thereby, notifies that 348 licences, particulars of which are given in the following schedule have been renewed during the month of May 1982

THE SCHEDULE					1	2	3	4	5
Sl. No.	CM/L No.	V lid	Indian Standard Specification No.						
(1)	(2)	From	To	(5)					
1.	00186 25	82-04-01	83-03-31	IS : 325-1978	49.	03006 18	82-04-01	83-03-31	IS : 3637-1966
2.	00225 15	82-05-01	83-04-30	IS : 10 (Part-II)-1976	50.	03017 21	82-04-01	83-03-31	IS : 3231-1965
3.	00292 26	82-05-16	83-05-15	IS : 1307-1973	51.	03044 24	82-05-01	83-04-30	IS : 226-1975
4.	00386 31	82-03-16	83-03-15	IS : 1320-1981	52.	03045 25	82-05-01	83-04-30	IS : 1977-1975
5.	00514 21	82-06-01	83-05-31	IS : 1501-1969 & IS : 5103-1969	53.	03046 26	82-05-01	83-04-30	IS : 3205-1965
6.	00663 33	82-05-01	83-04-30	IS : 691-1973	54.	03050 22	82-05-01	83-04-30	IS : 325-1978
7.	00698 44	82-01-16	83-01-15	IS : 774-1971	55.	03220 22	82-05-16	83-05-15	IS : 774-1971
8.	00837 37	82-05-16	83-05-15	IS : 264-1976	56.	03228 30	82-04-01	83-03-31	IS : 561-1978
9.	00847 39	82-06-01	83-05-31	IS : 2566-1965	57.	03316 29	82-02-01	82-12-31	IS : 1835-1976
10.	01045 17	82-05-16	83-05-15	IS : 265-1976	58.	03343 32	82-05-01	83-04-30	IS : 694-1977
11.	01057 21	82-05-16	83-05-15	IS : 266-1977	59.	03369 42	82-04-01	83-03-31	IS : 398-1976
12.	01184 27	82-03-01	83-01-28	IS : 325-1978	60.	03380 37	82-04-16	83-04-15	IS : 2925-1975
13.	01185 28	82-05-16	83-05-15	IS : 694-1977	61.	03709 42	82-05-01	83-04-30	IS : 1223 (Part-I)-1970
14.	01463 31	82-05-16	83-05-15	IS : 1596-1977	62.	03752 45	82-04-01	83-03-31	IS : 203-1972
15.	01469 37	82-05-16	83-07-31	IS : 1333-1978	63.	03755 48	82-06-01	83-05-31	IS : 1695-1974
16.	01481 33	82-05-01	84-04-30	IS : 1307-1973	64.	03758 51	82-06-01	83-05-31	IS : 1698-1974
17.	01517 28	81-09-16	82-09-15	IS : 561-1978	65.	03761 46	82-06-01	83-05-31	IS : 2924-1974
18.	01552 31	82-05-01	83-04-30	IS : 398-1976	66.	03794 55	82-04-01	83-03-31	IS : 561-1978
19.	01627 33	82-02-01	83-01-31	IS : 10 (Part-II)-1976	67.	03797 58	82-04-16	83-04-15	IS : 722 (Part-II)-1977
20.	01778 47	82-05-01	83-04-30	IS : 384-1979	68.	03805 41	82-06-01	83-05-31	IS : 398-1976
21.	01825 37	82-04-16	83-04-15	IS : 565-1975	69.	03822 42	82-05-01	83-04-30	IS : 694-1977
22.	01854 42	82-04-16	83-04-15	IS : 1040-1978	70.	03823 43	82-05-01	83-04-30	IS : 2465-1969
23.	01880 44	82-01-01	82-12-31	IS : 2202 (Part-I)-1973	71.	03825 45	82-05-01	83-04-30	IS : 5423-1969
24.	01921 36	82-05-01	83-04-30	IS : 1554 (Part-II)-1970	72.	03883 55	82-05-16	83-05-15	IS : 2567-1978
25.	01943 42	82-04-01	83-03-31	IS : 1221-1971	73.	03919 50	82-05-16	83-05-15	IS : 3431-1975
26.	01945 44	82-04-01	83-03-31	IS : 220-1972	74.	04063 31	82-05-01	83-04-31	IS : 4323-1967
27.	01957 48	82-05-01	83-04-30	IS : 1507-1977	75.	04250 32	82-05-01	83-04-30	IS : 5346-1975
28.	01960 43	82-05-01	83-04-30	IS : 3390-1977	76.	04296 46	82-04-16	83-04-15	IS : 398 (Part I & II)-1976
29.	02003 11	82-02-01	83-01-31	IS : 1029-1970	77.	04302 27	82-05-16	83-05-16	IS : 633-1975
30.	02100 11	82-05-01	83-04-30	IS : 10 (Part-III)-1974	78.	04310 27	82-04-16	83-04-15	IS : 916-1975
31.	02182 29	82-04-01	83-03-31	IS : 3564-1970	79.	04311 28	82-04-16	83-04-15	IS : 1538 (Part I to XXIII)-1976
32.	02286 36	82-04-01	83-03-31	IS : 3975-1967	80.	04314 31	82-04-16	83-04-15	IS : 398 (Part I & II)-76
33.	02301 18	82-05-01	83-04-30	IS : 4269-1976	81.	04329 38	82-05-01	83-04-30	IS : 564-1975
34.	02304 21	82-04-16	83-04-15	IS : 398 (Part I & II)-1976	82.	04348 41	82-05-01	83-04-30	IS : 1938-1974
35.	02324 25	82-05-16	83-05-15	IS : 516-1959	83.	04369 46	81-12-16	82-12-15	IS : 781-1977
36.	02361 30	82-05-16	83-05-15	IS : 10 (Part-III)-1974	84.	04380 41	82-05-16	83-05-15	IS : 1601-1960
37.	02430 26	82-04-16	83-04-15	IS : 814 (Part-I & II)-1974	85.	04397 50	82-05-01	83-04-30	IS : 1422-1977
38.	02550 33	82-05-16	83-05-15	IS : 10 (Part-III)-1974	86.	04453 41	82-04-16	83-04-15	IS : 1977-1975
39.	02614 32	82-04-01	83-03-31	IS : 718-1977	87.	04472 44	82-05-01	83-04-30	IS : 398 (Part I)-1976
40.	02631 33	82-04-01	83-03-31	IS : 4449-1976	88.	04580 47	82-05-16	83-05-15	IS : 561-1978
41.	02651 34	82-04-01	83-03-31	IS : 4450-1978	89.	04691 53	81-12-16	82-12-15	IS : 1795-1974
42.	02649 43	82-04-01	83-03-31	IS : 4323-1967	90.	04758 55	82-04-16	83-04-15	IS : 1703-1977
43.	02650 36	82-04-01	83-03-31	IS : 633-1975	91.	04783 56	81-12-16	82-12-15	IS : 5346-1975
44.	02671 41	82-04-01	83-03-31	IS : 3811-1976	92.	04788 61	82-05-01	83-04-30	IS : 1879 (Part I to X)-1975
45.	02637 49	82-06-01	83-05-31	IS : 1067-1968	93.	04864 56	82-04-01	83-03-31	IS : 5604-1970
46.	02768 49	82-04-01	83-03-31	IS : 562-1978	94.	04912 47	82-05-16	83-05-15	IS : 753-975
47.	02769 50	82-04-01	83-03-31	IS : 305-1975	95.	04935 54	82-04-16	83-04-15	IS : 633-1975
48.	02852 44	82-04-16	83-04-15	IS : 561-1978	96.	04946 57	82-05-01	83-04-30	IS : 4985-1968
					97.	05021 25	82-04-01	83-03-31	IS : 2567-1978
					98.	05044 32	82-05-01	83-04-30	IS : 561-1978
					99.	05089 45	82-04-16	83-04-15	IS : 3074-1979
					100.	05102 25	82-04-01	83-03-31	IS : 1786-1966
					101.	05103 26	82-05-01	83-04-30	IS : 5852-1977
					102.	05121 28	82-05-01	83-04-30	IS : 7652-1975
					103.	05145 36	82-04-16	83-04-15	IS : 3976-1975
					104.	05148 39	82-05-01	83-04-30	IS : 7406 (Part I)-1974
					105.	05150 33	82-05-01	83-04-30	IS : 4964-1975
					106.	05151 34	82-05-01	83-08-15	IS : 2645-1975

1	2	3	4	5	1	2	3	4	5
107. 05152 35	82-05-01	83-04-30	IS : 1476-1971		169. 06953 64	82-04-16	83-04-15	IS : 1726(Pt IV)— 1974	
108. 05156 39	82-05-01	83-04-30	IS : 7231-1974		170. 06954 65	82-04-16	83-04-15	IS : 780-1969	
109. 05163 38	82-05-16	83-05-15	IS : 1786-1979		171. 06957 68	82-04-16	83-04-15	IS : 3224-1971	
110. 05173 40	82-05-16	83-05-15	IS : 694-1977		172. 06948 69	82-04-16	83-04-15	IS : 5455-1969	
111. 05182 41	82-05-01	83-04-30	IS : 5346-1975		173. 06980 67	82-05-01	83-04-30	IS : 562-1978	
112. 05194 45	82-05-16	83-05-15	IS : 780-1969		174. 06982 69	82-05-01	83-04-30	IS : 3195-1975	
113. 05220 30	82-04-01	83-03-31	IS : 4100-1967		175. 06985 72	82-05-01	83-04-30	IS : 1832-1961	
114. 05221 31	82-04-01	83-03-31	IS : 3811-1976		176. 06988 75	82-05-16	83-05-15	IS : 427-1965	
115. 05222 32	82-04-01	83-03-31	IS : 4450-1978		177. 06997 76	82-05-16	83-05-15	IS : 1601-1960	
116. 05223 33	82-04-01	83-03-31	IS : 4449-1976		178. 07002 30	82-05-16	83-05-15	IS : 1879-1975	
117. 05224 34	82-04-01	83-03-31	IS : 3865-1978		179. 07353 50	82-12-01	82-11-30	IS : 2266-1962	
118. 05261 39	82-04-01	83-03-31	IS : 1507-1977		180. 07454 54	82-05-01	83-04-30	IS : 4431-1967	
119. 05275 45	82-05-16	83-05-15	IS : 2148-1968		181. 07489 65	82-05-01	83-04-30	IS : 1554(Pt I)— 1976	
120. 05508 43	82-05-01	83-04-30	IS : 2567-1973		182. 07523 50	82-05-16	83-05-15	IS : 6439-1978	
121. 05512 39	82-06-01	83-05-31	IS : 2567-1978		183. 07543 54	82-05-01	83-04-30	IS : 3476-1976	
122. 05863 59	82-04-01	83-03-31	IS : 834-1975		184. 07553 56	82-04-16	83-04-15	IS : 3601-1968	
123. 05879 67	82-05-01	83-04-30	IS : 261-1966		185. 07564 59	82-03-01	83-02-28	IS : 10 (Pt III)— 1974	
124. 05952 59	82-04-01	83-03-31	IS : 561-1978		186. 07572 59	82-06-01	83-05-31	IS : 1601-1960	
125. 06013 29	82-03-16	83-03-15	IS : 1786-1966		187. 07596 67	82-03-16	83-03-15	IS : 4964-1975	
126. 06019 35	82-04-01	83-03-31	IS : 564-1975		188. 07598 69	82-04-01	83-03-31	IS : 565-1975	
127. 06035 33	82-05-01	83-04-30	IS : 1695-1974		189. 07604 50	82-03-16	83-03-15	IS : 848-1974	
128. 06030 30	82-04-01	83-03-31	IS : 561-1978		190. 07623 53	82-04-01	83-03-31	IS : 2074-1962	
129. 06036 36	82-04-01	83-03-31	IS : 2675-1966		191. 07635 57	82-04-01	83-03-31	IS : 2339-1963	
130. 06038 38	82-04-01	83-03-31	IS : 4047-1967		192. 07640 54	82-04-01	83-03-31	IS : 261-1966	
131. 06041 33	82-04-16	83-04-15	IS : 916-1975		193. 07647 61	82-04-01	83-03-31	IS : 4964-1965	
132. 06044 36	82-05-01	83-04-30	IS : 561-1978		194. 07660 58	82-04-01	83-03-31	IS : 4467-1967	
133. 06050 34	82-05-01	83-04-30	IS : 226-1975		195. 07667 65	82-04-16	83-04-15	IS : 3065-1970	
134. 06054 38	82-04-01	83-03-31	IS : 171-1973		196. 07672 62	82-04-01	83-03-31	IS : 2932-1974	
135. 06055 39	82-04-16	83-04-15	IS : 1970 (Pt I)-1974		197. 07684 66	82-04-16	83-04-15	IS : 1161-1979	
136. 06060 36	82-05-16	83-07-15	IS : 633-1975		198. 07688 70	82-04-16	83-04-15	IS : 226-1975	
137. 06069 45	82-05-01	83-04-30	IS : 4250-1967		199. 07689 71	82-04-16	83-04-15	IS : 1977-1975	
138. 06072 40	82-05-01	83-04-30	IS : 1694-1974		200. 07696 70	82-04-16	83-04-15	IS : 458-1971	
139. 06081 41	82-05-16	83-05-15	IS : 458-1971		201. 07699 73	82-04-16	83-04-15	IS : 1239 (Pt I)— 1973	
140. 06082 42	82-05-16	83-05-15	IS : 3903-1975		202. 07701 50	82-04-16	83-04-15	IS : 6915-1978	
141. 06084 44	82-05-16	83-05-15	IS : 4323-1967		203. 07704 53	82-05-01	83-04-30	IS : 1221-1971	
142. 06085 45	82-05-16	83-05-15	IS : 5281-1969		204. 07705 65	82-04-16	83-04-15	IS : 458-1971	
143. 06092 44	82-05-16	83-05-15	IS : 419-1967		205. 07706 55	82-05-01	83-04-30	IS : 4989-1974	
144. 06093 45	82-05-01	83-04-30	IS : 2347-1974		206. 07710 51	82-04-16	83-04-15	IS : 1601-1960	
145. 06106 33	82-05-16	83-05-15	IS : 3652-1974		207. 07713 54	82-05-01	83-04-30	IS : 3899-1966	
146. 06121 32	82-06-01	83-07-15	IS : 2645-1975		208. 07714 55	82-05-01	83-04-30	IS : 778-1971	
147. 06142 37	82-06-01	83-05-31	IS : 1786-1979		209. 07716 57	82-05-01	83-04-30	IS : 4989-1974	
148. 06440 44	82-06-01	83-07-15	IS : 427-1965		210. 07719 60	82-05-01	83-04-30	IS : 2645-1975	
149. 09636 66	82-05-01	83-04-30	IS : 1554 (Part I)— 1976		211. 07720 53	82-05-01	83-04-30	IS : 1222-1973	
150. 06527 50	81-11-16	82-11-15	IS : 3564-1970		212. 07721 54	82-05-01	83-04-30	IS : 1239 (Pt I)— 1979	
151. 06557 56	82-05-16	83-07-15	IS : 2567-1978		213. 07731 56	82-05-01	83-04-30	IS : 2052-1975	
152. 06562 53	82-06-01	83-05-31	IS : 1601-1960		214. 07736 61	82-05-01	83-04-30	IS : 565-1975	
153. 06735 56	82-05-16	83-05-15	IS : 774-1971		215. 07740 57	82-05-16	83-05-15	IS : 1161-1979	
154. 06743 56	82-05-01	83-04-30	IS : 1786-1979		216. 07741 58	82-05-16	83-05-15	IS : 4654-1974	
155. 06755 60	82-04-01	83-03-31	IS : 4323-1967		217. 07744 61	82-05-01	83-04-30	IS : 1786-1979	
156. 06874 66	82-05-01	83-04-30	IS : 778-1971		218. 07745 62	82-05-16	83-05-15	IS : 694-1977	
157. 06895 71	82-05-01	83-04-30	IS : 1554-1976		219. 07748 65	82-05-16	83-05-15	IS : 2645-1975	
158. 06899 75	82-04-01	83-03-31	IS : 5430-1969		220. 07749 66	82-05-16	83-05-15	IS : 778-1971	
159. 06900 51	82-04-01	83-03-31	IS : 398-1976		221. 07751 60	82-05-16	83-05-15	IS : 5490 (Pt I & II)-1977	
160. 06902 53	82-05-16	83-06-30	IS : 3537-1966		222. 07752 61	82-05-16	83-05-15	IS : 2849-1976	
161. 06908 59	82-05-01	83-04-30	IS : 203-1972		223. 07778 71	82-06-01	83-05-31	IS : 1161-1979	
162. 06909 60	82-05-01	83-04-30	IS : 203-1972		224. 07779 72	82-06-01	83-05-31	IS : 1239 (Pt I)— 1979	
163. 06910 53	82-05-01	83-04-30	IS : 2576-1976		225. 07783 68	82-06-01	83-05-31	IS : 1161-1979	
164. 06917 60	82-04-01	83-03-31	IS : 1030-1974		226. 07785 70	82-06-01	83-05-31	IS : 1239 (Pt I)— 1979	
165. 06924 59	82-04-16	83-04-15	IS : 564-1975						
166. 06933 60	82-04-16	83-04-15	IS : 427-1965						
167. 06948 67	82-04-16	83-04-15	IS : 2202(Pt I)— 1973						
168. 06950 61	82-04-16	83-10-15	IS : 6003-1970						

(1)	(2)	(3)	(4)	(5)	(1)	(2)	(3)	(4)	(5)
227.	08265 55	82-01-01	82-12-31	IS : 694-1977	287.	08678 72	82-05-16	83-05-15	IS : 3357-1966
228.	08283 57	82-01-16	83-01-15	IS : 1703-1977	288.	08688 74	82-06-01	83-05-31	IS : 4654-1974
229.	08284 58	82-01-16	83-01-15	IS : 8931-1978	289.	08690 68	82-06-01	83-05-31	IS : 3537-1966
230.	08285 59	82-01-16	83-01-15	IS : 2692-1978	290.	08700 53	82-06-01	83-05-31	IS : 2148-1968
231.	08286 60	82-01-16	83-01-15	IS : 1795-1974	291.	08752 65	82-05-01	83-04-30	IS : 694-1977
232.	08287 61	82-01-16	83-01-15	IS : 781-1977	292.	08791 72	82-06-01	83-05-31	IS : 1943-1964
233.	08288 62	82-01-16	83-01-15	IS : 8934-1978	293.	09323 52	82-02-01	83-01-31	IS : 10(Pt IV)-1976
234.	08327 42	82-04-16	83-04-15	IS : 1161-1968	294.	09370 59	82-02-16	83-02-15	IS : 8054-1976
235.	08432 52	82-03-16	83-03-15	IS : 694-1977	295.	09398 71	82-02-16	83-02-15	IS : 3903-1975
236.	08433 53	82-03-16	83-03-15	IS : 1554 (Pt I)-1976	296.	09480 64	82-03-16	83-03-15	IS : 220-1972
237.	08478 66	82-04-01	83-03-31	IS : 1741-1975	297.	09522 57	82-04-01	83-03-31	IS : 5082-1969
238.	08488 68	82-05-01	83-04-30	IS : 2567-1978	298.	09523 58	82-04-01	83-03-31	IS : 325-1978
239.	08489 69	82-04-01	83-03-31	IS : 2566-1965	299.	09535 62	82-04-01	83-03-31	IS : 2906-1969
240.	08493 65	83-04-31	83-03-31	IS : 226-1975	300.	09560 63	82-04-01	83-03-31	IS : 1786-1979
241.	08512 51	82-04-01	83-03-31	IS : 3450-1976	301.	09563 66	82-04-01	83-03-31	IS : 561-1978
242.	08519 58	82-04-01	83-03-31	IS : 2888-1974	302.	09577 72	82-04-01	83-03-31	IS : 694-1977
243.	08530 53	82-04-16	83-04-15	IS : 834-1975	303.	09586 73	82-04-01	83-03-31	IS : 3854-1966
244.	08544 59	82-04-16	83-04-15	IS : 3087-1965	304.	09587 74	82-04-01	83-03-31	IS : 4964-1975
245.	08545 60	82-04-16	83-04-15	IS : 8183-1976	305.	09590 69	82-04-01	83-03-31	IS : 4964-1975
246.	08547 62	82-04-16	83-04-15	IS : 4246-1978	306.	09591 70	82-04-01	83-03-31	IS : 4964-1975
247.	08549 64	82-04-16	83-04-15	IS : 1165-1975	307.	09594 73	82-04-01	83-03-31	IS : 3976-1975
248.	08566 65	82-04-16	83-04-15	IS : 2653-1964	308.	09596 75	82-04-01	83-03-31	IS : 10(Pt II)-1976
249.	08567 66	82-04-16	83-04-15	IS : 2653-1964	309.	09601 55	82-04-16	83-04-15	IS : 7834-1975
250.	08568 67	82-04-16	83-04-15	IS : 1547-1968	310.	09602 56	82-04-16	83-04-15	IS : 398 (Pt I & II)-1976
251.	08581 64	82-04-16	83-04-15	IS : 1989 (Pt I & II)-1978	311.	09604 58	82-04-16	83-04-15	IS : 834-1975
252.	08582 65	82-04-16	83-04-15	IS : 5852-1977	312.	09613 59	82-04-01	83-03-31	IS : 4984-1975
253.	08583 66	82-04-16	83-04-15	IS : 4654-1974	313.	09618 64	82-04-16	83-04-15	IS : 5225-1969
254.	0858467	82-04-16	83-04-15	IS : 1943-1964	314.	09621 59	82-04-16	83-04-15	IS : 5531-1977
255.	08589 72	82-04-16	83-04-15	IS : 226-1975	315.	09626 64	82-05-01	83-04-30	IS : 2878-1976
256.	08591 66	82-04-16	83-04-15	IS : 325-1978	316.	09628 66	82-05-01	83-04-30	IS : 2171-1976
257.	08594 69	82-04-16	83-04-15	IS : 269-1976	317.	09629 67	82-05-01	83-04-30	IS : 694-1977
258.	08596 71	82-04-16	83-04-15	IS : 1741-1968	318.	09633 63	82-05-01	83-04-30	IS : 2548-1967
259.	08604 54	82-04-16	83-04-15	IS : 1486-1978	319.	09634 64	82-05-01	83-04-30	IS : 261-1966
260.	08605 55	82-04-16	83-04-15	IS : 1507-1977	320.	09635 65	82-04-16	83-04-15	IS : 780-1969
261.	08615 57	82-04-16	83-04-15	IS : 7122-1973	321.	09642 64	82-05-01	83-04-30	IS : 1135-1973
262.	08616 58	82-04-16	83-04-15	IS : 4827-1968	322.	09643 65	82-05-01	83-06-30	IS : 2932-1974
263.	08618 60	82-04-16	83-04-15	IS : 8951-1978	323.	09644 66	82-05-01	83-05-15	IS : 561-1978
264.	08620 54	82-04-16	83-04-15	IS : 3564-1975	324.	09645 67	82-05-01	83-04-30	IS : 638-1977
265.	08624 58	82-04-16	83-04-15	IS : 10 (Pt II)-1976	325.	09646 68	82-05-01	83-04-30	IS : 1601-1960
266.	08629 63	82-04-16	83-04-15	IS : 1943-1964	326.	09648 70	82-05-01	83-04-30	IS : 3975-1976
267.	08638 64	82-05-01	83-04-30	IS : 226-1975	327.	09650 64	82-05-01	83-04-30	IS : 1786-1979
268.	09637 67	82-05-01	83-03-31	IS : 1786-196	328.	09652 66	82-05-01	83-04-30	IS : 516-1959
269.	08646 64	82-05-01	83-04-30	IS : 633-1975	329.	09656 70	82-05-01	83-04-30	IS : 366-1976
270.	08648 66	82-04-01	83-04-30	IS : 562-1978	330.	09658 72	82-05-16	83-05-15	IS : 8259-1976
271.	08650 60	82-05-01	83-04-30	IS : 2924-1974	331.	09660 66	82-05-01	83-04-30	IS : 8249-1976
272.	08651 61	82-05-01	83-04-30	IS : 1694-1974	332.	09664 70	82-05-01	83-04-30	IS : 1011-1968
273.	08652 62	82-05-01	83-04-30	IS : 1695-1974	333.	09665 71	82-05-01	83-04-30	IS : 1161-1979
274.	08653 63	82-05-01	83-04-30	IS : 2923-1974	334.	09671 69	82-05-16	83-05-15	IS : 1554 (Part I)-1976
275.	08654 64	82-05-01	83-04-30	IS : 226-1975	335.	09672 70	82-05-16	83-05-15	IS : 694-1977
276.	08656 66	82-05-01	83-04-30	IS : 1660 (Pt I)-1967	336.	09674 72	82-05-16	83-07-31	IS : 8028-1976
277.	08657 67	82-05-01	83-04-30	IS : 7098 (Pt II)-1973	337.	09675 73	82-05-16	83-07-31	IS : 3903-1975
278.	08658 68	82-05-01	83-04-30	IS : 1660-1967	338.	09686 76	82-05-16	83-05-15	IS : 1703-1977
279.	08660 62	82-05-01	83-04-30	IS : 1786-1979	339.	09693 75	82-05-16	83-09-30	IS : 428-1969
280.	08661 63	82-05-01	83-04-30	IS : 1786-1979	340.	09694 76	82-05-16	83-11-30	IS : 633-1975
281.	08663 65	82-05-01	83-04-30	IS : 4654-1974	341.	09695 77	82-05-16	83-05-15	IS : 562-1978
282.	08666 68	82-05-01	83-04-30	IS : 226-1975	342.	09689 80	82-05-01	83-05-31	IS : 561-1978
283.	08670 64	82-05-01	83-04-30	IS : 6914-1978	343.	09699 81	82-06-01	83-05-31	IS : 561-1978
284.	08671 65	82-05-01	83-04-30	IS : 6915-1978	344.	09708 65	82-05-16	83-06-30	IS : 164-1951
285.	08672 66	82-05-01	83-04-30	IS : 398 (Pt I & II)-76	345.	09709 66	82-06-01	73-05-31	IS : 694-1977
286.	08676 70	82-05-16	83-05-15	IS : 325-1978	346.	09710 59	82-06-01	83-05-31	IS : 3169-1965
					347.	09712 61	82-06-01	83-05-31	IS : 4246-1978
					348.	09730 63	82-06-01	83-05-31	IS : 4985-1968

ऊर्जा मंत्रालय
(पेट्रोलियम विभाग)

नई दिल्ली, 26 मार्च, 1983

का० आ० 1847.--यतः केन्द्रीय सरकार को यह प्रतीत होता है कि लाकहित में यह आवश्यक है कि गुजरात राज्य में एस० ऐन० ऐ० ऐन० से एस० ऐन० ऐ० ऐस० से एस० ऐन० आ० जे० तक पेट्रोलियम के परिवहन के लिये पाइपलाइन तेल तथा प्राकृतिक गैस आयोग द्वारा बिछाई जानी चाहिए।

और यतः यह प्रतीत होता है कि ऐसी लाइनों को बिछाने के प्रयोजन के लिये एतद्दोषाबद्ध अनुसूची में वर्णित भूमि में उपयोग का अधिकार अर्जित करना आवश्यक है।

अतः अब पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (ii) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार ने उसमें उपयोग का अधिकार अर्जित करने का अपना आग्रह एतद्द्वारा घोषित किया है।

वर्तते कि उक्त भूमि में हितबद्ध कोई व्यक्ति, उस भूमि के नीचे पाइप लाइन बिछाने के लिए आक्षेप मक्षम प्राधिकारी तेल तथा प्राकृतिक गैस आयोग, निर्माण और देखभाल प्रभाग, मकरपुरा रोड, बडोदरा-9 को इस अधिसूचना की तारीख से 21 दिनों के भीतर कर सकेगा।

और ऐसा आक्षेप करने वाला हर व्यक्ति विनिश्चितता यह भी कथन करेगा कि क्या वह यह चाहता है कि उसकी मुनवाई व्यक्तिगत हो या किमी विधि व्यवसायी की मार्फत।

अनुसूची

पाइप लाइन से एस० ऐन० ऐ० ऐन० से एस० ऐन० एस० से एस० ऐन० ऐ० जे०

राज्य--गुजरात	जिला व तालुका-- मेहसाना			
गांव	सर्वे नं०	हेक्टेयर	ए०आर०	सेण्टीअर
संथाल	365/2	0	04	90
	359/1	0	06	80
	359/2	0	05	80
	355	0	07	20
	354	0	04	80
	405	0	09	60
	416	0	10	30
	415	0	07	60
	414	0	08	40
	413	0	10	80

[मं० 12016/25/83--प्रोड०]

MINISTRY OF ENERGY

(Department of Petroleum)

New Delhi, the 26th March, 1983

S.O. 1847.—Whereas it appears to the Central Government that it is necessary in the public interest that for transport of petroleum from SNAN to SNAS to SNAJ in Gujarat State pipeline should be laid by the Oil & Natural Gas Commission :

And whereas it appears that for the purpose of laying such pipeline, it is necessary to acquire the right of user in the land described in the schedule annexed hereto :

Now, therefore, in exercise of the powers conferred by sub-section (1) of the Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in the Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein;

Provided that any person interested in the said land may, within 21 days from the date of this notification, object to the laying of the pipeline under the land to the Competent Authority, Oil & Natural Gas Commission, Construction & Maintenance Division, Makarpura Road, Vadodara (390009).

And every person making such an objection shall also state specifically whether he wishes to be heard in person or by a legal practitioner.

SCHEDULE

Pipeline from SNAN to SNAS to SNAJ

State : Gujarat District & Taluka : Mehsana

Village	Survey No.	Hec-tare	Are	Cen-tiare
Santhal	365/2	0	04	90
	359/1	0	06	80
	359/2	0	05	80
	355	0	07	20
	354	0	04	80
	405	0	09	60
	416	0	10	30
	415	0	07	60
	414	0	08	40
	413	0	10	80

[No. 12016/25/83-Prod.]

का० आ० 1848.--यतः केन्द्रीय सरकार को यह प्रतीत होता है कि लाकहित में यह आवश्यक है कि गुजरात राज्य में एन० के० डी० बार्डन से ऐन० के०--67 तक पेट्रोलियम के परिवहन के लिये पाइपलाइन तेल तथा प्राकृतिक गैस आयोग द्वारा बिछाई जानी चाहिए।

और यतः यह प्रतीत होता है कि ऐसी लाइनों को बिछाने के प्रयोजन के लिये एतद्दोषाबद्ध अनुसूची में वर्णित भूमि में उपयोग का अधिकार अर्जित करना आवश्यक है।

अतः अब पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (ii) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार ने उसमें उपयोग का

अधिकार अर्जित करने का अपना आशय एतद्वारा घोषित किया है ;

वर्तते कि उक्त भूमि में हितबद्ध कोई व्यक्ति, उस भूमि के नीचे पाईप लाइन बिछाने के लिए आक्षेप सक्षम प्राधिकारी, तेल तथा प्राकृतिक गैस आयोग, निर्माण और देखभाल प्रभाग, मकरपुरा रोड, वडोदरा-9 को इस अधिसूचना की तारीख से 21 दिनों के भीतर कर सकेगा ;

और ऐसा आक्षेप करने वाला हर व्यक्ति विनिर्दिष्ट : यह भी कथन करेगा कि क्या वह यह चाहता है कि उसकी मुनवाई व्यक्तिगत हो या किसी विधि व्यवसायी की मार्फत ।

अनुसूची

डी० एस० नं० एन० के० डी० वाई० से एन० के०-67

राज्य : गुजरात	जिला व तालुका :	मेहसाना		
गांव	ब्लॉक नं०	हेक्टेयर	एआरई	सेण्टीयर
मेहमदपुरा	12	0	03	00
	3	0	13	80
	4	0	12	50

[सं० 12016/24/83—प्रोड०]

S.O. 1848.—Whereas it appears to the Central Government that it is necessary in the public interest that for the transport of petroleum from NKDY to NK-67 in Gujarat State pipeline should be laid by the Oil & Natural Gas Commission;

And whereas, it appears, that for the purpose of laying such pipeline, it is necessary to acquire the right of user in the land described in the schedule annexed hereto;

Now, therefore, in exercise of the powers conferred by sub-section (1) of the Section 3 of the Petroleum and Minerals pipelines (Acquisition of Right of User in the Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein;

Provided that any person interested in the said land may, within 21 days from the date of this notification, object to the laying of the pipeline under the land to the Competent Authority, Oil & Natural Gas Commission, Construction & Maintenance Division, Makarpura Road, Vadodara (390009.)

And every person making such an objection shall also state specifically whether he wishes to be heard in person or by a legal practitioner.

SCHEDULE

Pipeline from D.S. No. NKDY to NK-67
State : Gujarat District & Taluka : Mehsana

Village	Block No.	Hec-tare	Are	Centiare
Memadpura	12	0	03	00
	3	0	13	80
	4	0	12	50

[12016/24/83-Prod.]

का० प्रा० 1849.-यतः केन्द्रीय सरकार को यह प्रतीत होता है कि लोकहित में यह आवश्यक है कि गुजरात राज्य में डब्ल्यू० एस० सी० से डब्ल्यू० एस० एस० ए० तक पेट्रोलियम के परिवहन के लिये पाईपलाइन, तेल तथा प्राकृतिक गैस आयोग द्वारा बिछाई जानी चाहिए ;

और यतः यह प्रतीत होता है कि ऐसी लाइनों का बिछाने के प्रयोजन के लिये एतदुपायबद्ध अनुसूची में वर्णित भूमि में उपयोग का अधिकार अर्जित करना आवश्यक है ;

अतः अब पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (i) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार ने उसमें उपयोग का अधिकार अर्जित करने का अपना आशय एतद्वारा घोषित किया है ;

वर्तते कि उक्त भूमि में हितबद्ध कोई व्यक्ति, उस भूमि के नीचे पाईप लाइन बिछाने के लिए आक्षेप सक्षम प्राधिकारी, तेल तथा प्राकृतिक गैस आयोग, निर्माण और देखभाल प्रभाग, मकरपुरा रोड, वडोदरा-9 को इस अधिसूचना की तारीख से 21 दिनों के भीतर कर सकेगा ;

और ऐसा आक्षेप करने वाला हर व्यक्ति विनिर्दिष्ट : यह भी कथन करेगा कि क्या वह यह चाहता है कि उसकी मुनवाई व्यक्तिगत हो या किसी विधि व्यवसायी की मार्फत ।

अनुसूची

डब्ल्यू० एस० एस० सी० से डब्ल्यू० एस० एस० ए० तक पाइप लाइन बिछाने के लिए ।

राज्य : गुजरात	जिला और तालुका :	मेहसाना		
गांव	सर्वे नं०	हेक्टेयर	एआरई	सेण्टीअर
हेडुवा हणमन्ता	12	0	00	70
	11/1	0	03	00
	11/2	0	16	30
कार्टे ट्रक	0	02	40	
	9	0	04	60
	19	0	03	10
	8	9	06	30

[सं० 12016/23/83 प्रोड०]

S.O. 1849.—Whereas it appears to the Central Government that it is necessary in the public interest that for the transport of petroleum from WSSC to WSSA in Gujarat State pipeline should be laid by the Oil and Natural Gas Commission ;

And whereas it appears that for the purpose of laying such pipeline it is necessary to acquire the right of user in the land described in the schedule annexed hereto ;

Now, therefore, in exercise of the powers conferred by sub-section (1) of the Section 3 of the Petroleum and Minerals

pipelines (Acquisition of Right of User in the Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein;

Provided that any person interested in the said land may, within 21 days from the date of this notification, object to the laying of the pipeline under the land to the Competent Authority, Oil & Natural Gas Commission, Construction & Maintenance Division, Makarpura Road, Vadodara (390009.)

And every person making such an objection shall state specifically whether he wishes to be heard in person or by a legal practitioner.

SCHEDULE

Pipeline from WSSC to WSSA

State : Gujarat District & Taluka : Mehsana

Village	Survey No.	Hec-tare	Are	Centiare
Heduva	12	0	00	70
Hanumant	11/1	0	03	00
	11/2	0	16	30
Cart track		0	02	40
	9	0	04	60
	19	0	03	10
	8	0	06	30

[No. 12016/23/83-Prod.]

का० प्रा० 1850.—यतः केन्द्रीय सरकार को यह प्रतीत होता है कि लोकहित में यह आवश्यक है कि गुजरात राज्य में जे० एन० आई० से पाइप लाइन जे०-4 से मुटाना—जी० जी० एस० तक पेट्रोलियम के परिवहन के लिये पाइपलाइन, तेल तथा प्राकृतिक गैस आयोग द्वारा बिछाई जानी चाहिए;

और यतः यह प्रतीत होता है कि ऐसी लाइनों को बिछाने के लिये एतद्उपावद्ध अनुसूची में वर्णित भूमि में उपयोग का अधिकार अर्जित करना आवश्यक है;

अतः अब पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (i) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार ने उसमें उपयोग का अधिकार अर्जित करने का अपना जाग्य एतद्द्वारा घोषित किया है ;

वर्णन कि उक्त भूमि में हितवद्ध कोई व्यक्ति, उस भूमि के नीचे पाइप लाइन बिछाने के लिए आक्षेप सक्षम प्राधिकारी, तेल तथा प्राकृतिक गैस आयोग, निर्माण और देखभाल प्रभाग, मकपुरा रोड, वडोदरा-9 को इस अधिसूचना की तारीख से 21 दिनों के भीतर कर सकेगा;

और ऐसा आक्षेप करने वाला हर व्यक्ति विनिश्चितः यह भी कथन करेगा कि वह यह चाहता है कि उसकी सुनवाई व्यक्तिगत हो या किमी विधि व्यवस्था की मार्फत।

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अनुसूची

जे० एन० आई० से पाइप लाइन जे०-4 से मुटाना जी० जी० एस०

राज्य : गुजरात	जिला व तालुका : मेहसाना			
गांव	ब्लॉक नं०	हेक्टेयर	एआरई	सेण्टीअर
मकनज	625	0	17	20
	587	0	11	10
	586	0	13	02
कार्ट ट्रैक		0	00	35
	580	0	10	20

[सं० 12016/22/83—प्रोड०]

S.O. 1850.—Whereas it appears to the Central Government that it is necessary in the public interest that for the transport of petroleum from JN1 to Pipeline J-4 to Jotana-GGS in Gujarat State pipeline should be laid by the Oil & Natural Gas Commission;

And whereas it appears that for the purpose of laying such pipeline, it is necessary to acquire the right of user in the land described in the schedule annexed hereto;

Now, therefore, in exercise of the powers conferred by sub-section (1) of the Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in the Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein ;

Provided that any person interested in the said land may, within 21 days from the date of this notification object to the laying of the pipeline under the land to the Competent Authority, Oil and Natural Gas Commission, Construction and Maintenance Division, Makarpura Road, Vadodara (390009).

And every person making such an objection shall also state specifically whether he wishes to be heard in person or by a legal practitioner.

SCHEDULE

Pipeline from J.N.I. to Pipeline J-4 to JOTANA GGS

State : Gujarat District & Taluka : Mehsana

Village	Block No.	Hec-tare	Are	Centiare
Maknaji	625	0	17	20
	587	0	11	10
	586	0	13	02
Cart track		0	00	35
	580	0	10	20

[No. 12016/22/83-Prod.]

का० प्रा० 1851.—यतः केन्द्रीय सरकार को यह प्रतीत होता है कि लोकहित में यह आवश्यक है कि गुजरात राज्य में एस० एन० ए० बी० से एस० एन० ए० आई० तक पेट्रोलियम के परिवहन के लिये पाइपलाइन तेल तथा प्राकृतिक गैस आयोग द्वारा बिछाई जानी चाहिए;

और यतः यह प्रतीत होता है कि ऐसी लाईनों को बिछाने के प्रयोजन के लिये एतद्उपावद्ध अनुसूची में वर्णित भूमि में उपयोग का अधिकार अर्जित करना आवश्यक है;

अतः अब पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (ii) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार ने उसमें उपयोग का अधिकार अर्जित करने का अपना आशय एतद्वारा घोषित किया है;

बर्णन कि उक्त भूमि में हितवद्ध कोई व्यक्ति, उस भूमि के नीचे पाईप लाइन बिछाने के लिए आक्षेप सक्षम प्राधिकारी, तेल तथा प्राकृतिक गैस आयोग, निर्माण और देखभाल प्रभाग, मकरपुरा रोड, वडोदरा-9 को इस अधिसूचना की तारीख से 21 दिनों के भीतर कर सकेगा।

और ऐसा आक्षेप करने वाला हर व्यक्ति विनिर्दिष्टता यह भी कथन करेगा कि क्या वह यह चाहता है कि उसकी सुनवाई व्यक्तिगत हो या किसी विधि व्यवसायी की मार्फत।

अनुसूची

एन० एन० ए० बी० से एन० एन० ए० आई० तक पाइप लाइन बिछाने के लिए।

राज्य : गुजरात जिला और तालुका : मेहसाणा

गांव	सर्वे नं०	हेक्टेयर	ए. आर. ई. सेण्टीअर
कसलपुरा	503	0	01 92
	495	0	10 20
	503	0	10 08
	502	0	08 16

[मं० 12016/19/83—प्रोड०]

S.O. 1851.—Whereas it appears to the Central Government that it is necessary in the public interest that for the transport of petroleum from SNAB to SNAJ in Gujarat State pipeline should be laid by the Oil & Natural Gas Commission;

And whereas it appears that for the purpose of laying such pipeline, it is necessary to acquire the right of user in the land described in the schedule annexed hereto;

Now, therefore, in exercise of the powers conferred by sub-section (1) of the Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in the Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein;

Provided that any person interested in the said land may, within 21 days from the date of this notification, object to the laying of the pipeline under the land to the Competent Authority, Oil & Natural Gas Commission, Construction & Maintenance Division, Makarpura Road, Vadodara (390009).

And every person making such an objection shall also state specifically whether he wishes to be heard in person or by a legal practitioner.

SCHEDULE

Pipeline from SNAB to SNAJ

State : Gujarat District & Taluka : Mehsana

Village	Survey No.	Hec-tare	Are	Centiare
Kasalpura	503	0	01	92
	495	0	10	20
	503	0	10	08
	502	0	08	16

[No. 12016/19/83-Prod.]

नई दिल्ली, 28 मार्च, 1983

का० आ० 1852—यतः केन्द्रीय सरकार को यह प्रतीत होता है कि लोकहित में यह आवश्यक है कि गुजरात राज्य में एन० के०-70 से एन० के० सी० टी० एफ० तक पेट्रोलियम के परिवहन के लिये पाईपलाइन तेल तथा प्राकृतिक गैस आयोग द्वारा बिछाई जानी चाहिए;

और यतः यह प्रतीत होता है कि ऐसी लाईनों का बिछाने के प्रयोजन के लिये एतद्उपावद्ध अनुसूची में वर्णित भूमि में उपयोग का अधिकार अर्जित करना आवश्यक है;

अतः अब पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (ii) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार ने उसमें उपयोग का अधिकार अर्जित करने का अपना आशय एतद्वारा घोषित किया है।

बर्णन कि उक्त भूमि में हितवद्ध कोई व्यक्ति, उस भूमि के नीचे पाईप लाइन बिछाने के लिए आक्षेप सक्षम प्राधिकारी, तेल तथा प्राकृतिक गैस आयोग, निर्माण और देखभाल प्रभाग, मकरपुरा रोड, वडोदरा-9 को इस अधिसूचना की तारीख से 21 दिनों के भीतर कर सकेगा;

और ऐसा आक्षेप करने वाला हर व्यक्ति विनिर्दिष्टता यह भी कथन करेगा कि क्या वह यह चाहता है कि उसकी सुनवाई व्यक्तिगत हो या किसी विधि व्यवसायी की मार्फत।

अनुसूची

एन० के०-70 से एन० के० सी० टी० एफ० तक पाइप लाइन बिछाने के लिए।

राज्य : गुजरात	जिला—मेहसाणा	तालुका : कडी
गांव	सर्वे नं०	हेक्टेयर ए. आर. ई. सेण्टीअर
चालासण	93	0 01 80
	94	0 03 25
	95	0 27 00
	98	0 04 80
	96	0 06 00
	97	0 02 65
	107/2	0 08 40
	108/1	0 02 40

[मं० 12016/20/83—प्रोड०]

New Delhi, the 28th March, 1983

S.O. 1852.—Whereas it appears to the Central Government that it is necessary in the public interest that for the transport of petroleum from NK-70 to NK CTF in Gujarat State pipeline should be laid by the Oil & Natural Gas Commission;

And whereas it appears that for the purpose of laying such pipeline, it is necessary to acquire the right of user in the land described in the schedule annexed hereto ;

Now, therefore, in exercise of the powers conferred by sub-section (1) of the Section 3 of the Petroleum and Minerals pipelines (Acquisition of Right of User in the Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein;

Provided that any person interested in the said land may, within 21 days from the date of this notification, object to the laying of the pipeline under the land to the Competent Authority, Oil & Natural Gas Commission, Construction & Maintenance Division, Makarpura Road, Vadodara (390009.)

And every person making such an objection shall also state specifically whether he wishes to be heard in person or by a legal practitioner.

SCHEDULE

Pipeline from NK-70 to NK-CTF

State : Gujarat District : Mehsana Taluka : Kadi

Village	Survey No.	Hec-tare	Are	Cen-tiare
Chalsan	93	0	01	80
	94	0	03	25
	95	0	27	00
	98	0	04	80
	96	0	06	00
	97	0	02	65
	107/2	0	08	40
	107/1	0	02	40

[No. 12016/20/83-Prod.]

का० प्रा० 1853.—यतः केन्द्रीय सरकार को यह प्रतीत होता है कि लोकहित में यह आवश्यक है कि गुजरात राज्य में एम० एन० ए० बी० से एस० एन० ए० आर० तक पेट्रोलियम के परिवहन के लिए पाइपलाइन तेल तथा प्राकृतिक गैस आयोग द्वारा बिछाई जानी चाहिए।

और यतः यह प्रतीत होता है कि ऐसी लाइनों को बिछाने के प्रयोजन के लिये एतद्प्राबद्ध अनुसूची में वर्णित भूमि में उपयोग का अधिकार अर्जित करना आवश्यक है।

अतः अब पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (ii) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार ने उसमें उपयोग का अधिकार अर्जित करने का अपना आशय एतद्द्वारा घोषित किया है।

वर्तते कि उक्त भूमि में हितवद्ध कोई व्यक्ति, उस भूमि के नीचे पाइप लाइन बिछाने के लिए आक्षेप सक्षम अधिकारी, तेल तथा प्राकृतिक गैस आयोग, निर्माण और देखभाल प्रभाग,

मकरपुरा रोड, वडोदरा-9 को इस अधिसूचना की तारीख से 21 दिनों के भीतर कर सकेगा।

और ऐसा आक्षेप करने वाला, हर व्यक्ति विनिश्चितता यह भी कथन करेगा कि क्या वह यह चाहता है कि उसकी सुनवाई व्यक्तिगत हो या किसी विधि व्यवसायी की मार्फत

अनुसूची

एस० एन० ए० बी० से एस० एन० ए० आर० तक पाइप लाइन बिछाने के लिए

राज्य—गुजरात	जिला और तालुका—मेहसाना			
गांव	सर्वे नं०	हेक्टेयर	एआरई	सेण्टीअर
संथाल	591	0	04	20
	588	0	06	96
	582	0	15	60

[सं० 12016/21/83—प्रोड०]

S.O. 1853.—Whereas it appears to the Central Government that it is necessary in the public interest that for the transport of petroleum from SNAB to SNAZ in Gujarat State pipeline should be laid by the Oil & Natural Gas Commission ;

And whereas it appears that for the purpose of laying such pipeline, it is necessary to acquire the right of user in the land described in the schedule annexed hereto ;

Now, therefore, in exercise of the powers conferred by sub-section (1) of the Section 3 of the Petroleum and Minerals pipelines (Acquisition of Right of User in the Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein ;

Provided that any person interested in the said land may, within 21 days from the date of this notification, object to the laying of the pipeline under the land to the Competent Authority, Oil & Natural Gas Commission, Construction & Maintenance Division, Makarpura Road, Vadodara (390 009).

And every person making such an objection shall also state specifically whether he wishes to be heard in person or by a legal practitioner.

SCHEDULE

Pipeline from SNAB to SNAI

State : Gujarat District & Taluka : Mehsana

Village	Survey No.	Hec-tare	Are	Cen-tiare
Santhal	591	0	04	20
	588	0	06	96
	582	0	15	60

[No. 12016/21/83-Prod.]

का० प्रा० 1854.—यतः केन्द्रीय सरकार को यह प्रतीत होता है कि लोकहित में यह आवश्यक है कि गुजरात राज्य में कूप नं० एस० डी० के० से एस० डी० ए० तक पेट्रोलियम के परिवहन के लिये पाइपलाइन तेल तथा प्राकृतिक गैस आयोग द्वारा बिछाई जानी चाहिए।

यह प्रतीत होता है कि ऐसी लाईनों को
ोजन के लिये एतद्पावद्ध अनुसूची में वर्णित
भूमि में उपयोग का अधिकार अर्जित करना आवश्यक है।

अतः अब पेट्रोलियम और खनिज पाइपलाइन (भूमि में
उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962
का 50) की धारा 3 की उपधारा (2) द्वारा प्रदत्त शक्तियों
का प्रयोग करते हुए केन्द्रीय सरकार ने उसमें उपयोग का
अधिकार अर्जित करने का अपना आशय एतद्द्वारा घोषित
किया है।

वर्शते कि उक्त भूमि में हितवद्ध कोई व्यक्ति, उस भूमि
के नीचे पाईप लाइन बिछाने के लिए आक्षेप सक्षम प्राधिकारी
तेल तथा प्राकृतिक गैस आयोग, निर्माण और देखभाल प्रभाग,
मकरपुरा रोड, बड़ोदरा-9 को इस अधिसूचना की तारीख से
21 दिनों के भीतर कर सकेगा।

और ऐसा आक्षेप करने वाला हर व्यक्ति विनिर्दिष्टता
यह भी कथन करेगा कि क्या वह यह चाहता है कि उसकी
सुनवाई व्यक्तिगत हो या किसी विधि व्यवसायी की मार्फत।

अनुसूची

कूप नं० एस० डी० के० से एस० डी० ए० तक पाइप
लाइन बिछाने के लिए।

राज्य—गुजरात	जिला—भरुच	तालुका—हंसोट		
गाँव	ब्लॉक नं०	हेक्टेयर	एअरई	सेण्टीअर
कमेवरा	289	0	11	70
	297	0	13	65
	304	0	11	96
	305	0	15	47
	312	0	09	75
	311/ए	0	07	02
	311/ब	0	10	14
	320	0	10	92
	324	0	14	17
	323	0	14	30
	326	0	12	35

[सं० 12016/18/83—प्रोड०]

S.O. 1854.—Whereas it appears to the Central Government that it is necessary in the public interest that for the transport of petroleum from Well No. SDK to SDA in Gujarat State pipeline should be laid by the Oil & Natural Gas Commission;

And whereas it appears that for the purpose of laying such pipeline, it is necessary to acquire the right of user in the land described in the schedule annexed hereto;

Now, therefore, in exercise of the powers conferred by sub-section (1) of the Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in the Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein:

Provided that any person interested in the said land may, within 21 days from the date of this notification, object to the laying of the pipeline under the land to the Competent Authority, Oil & Natural Gas Commission, Construction & Maintenance Division, Makarpura Road, Vadodra (390009).

And every person making such an objection shall also state specifically whether he wishes to be heard in person or by a legal practitioner.

SCHEDULE

Pipeline from Well No. SDK to SDA

State : Gujarat District : Bharuch Taluka : Hansot

Village	Block No.	Hec- tare	Acre	Cen- tiare
Kathodara	289	0	11	70
	297	0	13	65
	304	0	11	96
	305	0	15	47
	312	0	09	75
	311/A	0	07	02
	311/B	0	10	14
	320	0	10	92
	324	0	14	17
	323	0	14	30
	326	0	12	35

[No. 12016/18/83-Prod.]

नई दिल्ली, 31 मार्च, 1983

का० भा० 1855.—यतः पेट्रोलियम और खनिज
पाईपलाइन (भूमि में उपयोग के अधिकार का अर्जन)
अधिनियम, 1962 (1962 का 50) की धारा 3 की
उपधारा (1) के अधीन भारत सरकार के पेट्रोलियम,
रसायन और उर्वरक मंत्रालय (पेट्रोलियम विभाग) की
अधिसूचना का० आ० सं० 3626 तारीख 7-10-82 द्वारा
केन्द्रीय सरकार ने उस अधिसूचना से संलग्न अनुसूची में
विनिर्दिष्ट भूमियों में उपयोग के अधिकार को पाईप लाईनों
को बिछाने के प्रयोजन के लिए अर्जित करने का अपना
आशय घोषित कर दिया था।

और यतः सक्षम प्राधिकारी ने उक्त अधिनियम की
धारा 6 की उपधारा (1) के अधीन सरकार को रिपोर्ट
दे दी है।

और आगे, यतः केन्द्रीय सरकार ने उक्त रिपोर्ट पर विचार
करने के पश्चात् इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट
भूमियों में उपयोग का अधिकार अर्जित करने का विनिश्चय
किया है।

अब, अतः उक्त अधिनियम की धारा 6 की उपधारा
(2) द्वारा प्रदत्त शक्ति का प्रयोग करते हुए केन्द्रीय सरकार
एतद्द्वारा घोषित करती है कि इस अधिसूचना में संलग्न
अनुसूची में विनिर्दिष्ट उक्त भूमियों में उपयोग का अधिकार
पाइपलाइन बिछाने के प्रयोजन के लिए एतद्द्वारा अर्जित
किया जाता है।

और आगे उस धारा की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार निर्देश देती है कि उक्त भूमियों में उपयोग का अधिकार केन्द्रीय सरकार में विहित होने के बजाय तेल और प्राकृतिक गैस आयोग में, सभी बाधाओं से मुक्त रूप में, घोषणा के प्रकाशन की इस तारीख को निहित होगा।

अनुसूची

कूप नं० के० एल० जी० से डब्ल्यू० एच० आई० पानसर

राज्य : गुजरात	जिला : मेहसाना	तालुका : कलोल		
गांव	ब्लॉक नं०	हेक्टेयर	एआरई	सेण्टीयर
पानसर	1051	0	12	07
	1050	0	07	73
	1049	0	00	90
	1048	0	01	80
	1046	0	14	13
कार्ट ट्रैक	0	00	85	
	970	0	16	20
	971	0	08	70
	972	0	07	50
	973	0	14	70
	974	0	07	13
	965	0	06	83
	961	0	06	97
कार्ट ट्रैक	0	00	75	
	923	0	18	00

[सं० 12016/46/83—प्रोड० 1]

नई दिल्ली, 28 मार्च, 1983

New Delhi, the 31st March, 1983

S.O. 1855.—Whereas by notification of the Government of India in the Ministry of Petroleum, Chemicals & Fertilizer, (Department of Petroleum) S.O. 3626 dated 7th October, 1982 under sub-section (1) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government declared its intention to acquire the right of user in the lands specified in the schedule appended to that notification for the purpose of laying pipeline;

And whereas the Competent Authority has under Sub-Section (1) of Section 6 of the said Act, submitted report to the Government;

And further whereas the Central Government has, after considering the said report, decided to acquire the right of user in the lands specified in the schedule appended to this notification;

Now, therefore, in exercise of the power conferred by sub-section (1) of the Section 6 of the said Act, the Central Government hereby declare, that the right of user in the said lands specified in the schedule appended to this notification hereby acquired for laying the pipeline;

And further in exercise of powers conferred by sub-section (4) of that section, the Central Government directs that the right of user in the said lands shall instead of vesting in the Central Government vests on this date of the publication

of this declaration in the Oil & Natural Gas Commission free from encumbrances.

SCHEDULE

Pipeline from Well No. KLG to WHI Pansar

Village	Block No.	Hec-tare	Arc	Cen-tiare
Pansar	1051	0	12	07
	1050	0	07	73
	1049	0	00	90
	1048	0	01	80
	1046	0	14	18
	Cart track	0	00	85
	970	0	16	20
	971	0	08	70
	972	0	07	50
	973	0	14	70
	974	0	07	13
	965	0	06	83
	963	0	06	96
	Cart track	0	00	75
	925	0	18	00

[No. 12016/46/82-Prod.-I]

का० प्र० 1856.—यतः पेट्रोलियम और खनिज पाईप लाईन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) के अधीन भारत सरकार के पेट्रोलियम रसायन और उर्वरक मंत्रालय (पेट्रोलियम विभाग) की अधिसूचना का०आ०सं० 3741 तारीख 14-10-82 द्वारा केन्द्रीय सरकार ने उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमियों के उपयोग के अधिकार को पाईप लाईनों के बिछाने के प्रयोजन के लिये अर्जित करने का अपना आशय घोषित कर दिया था।

और यतः समक्ष प्राधिकारी ने उक्त अधिनियम की धारा 6 की उपधारा (1) के अधीन सरकार को रिपोर्ट दे दी है।

और आगे, यतः केन्द्रीय सरकार ने उक्त रिपोर्ट पर विचार करने के पश्चात् इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमियों में उपयोग का अधिकार अर्जित करने का विनिश्चय किया है।

अब, अतः उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार एतद्वारा घोषित करती है कि इस अधिसूचना में संलग्न अनुसूची में विनिर्दिष्ट उक्त भूमियों में उपयोग का अधिकार पाईपलाइन बिछाने के प्रयोजन के लिये एतद्वारा अर्जित किया जाता है।

और आगे उस धारा की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार निर्देश देती है कि उक्त भूमियों के उपयोग का अधिकार केन्द्रीय सरकार में विहित होने के बजाय तेल और प्राकृतिक गैस आयोग में, सभी बाधाओं से मुक्त रूप में, घोषणा के प्रकाशन की तारीख को निहित होगा।

अनुसूची

कूप न० ए०एम०वी० से अहमदाबाद—18

राज्य . गुजरात जिला अहमदाबाद तालुका दसरौई

गांव	सर्वे न०	हेक्टेयर	एअरई सेन्टीयर	
हाथीजन	245	0	08	10
	कार्ट ट्रैक	0	00	80
	222	0	17	10
	220/1/2	0	15	00
	221	0	04	05
	188/10/1	0	06	45
	189/1+2	0	07	80
	188/1+2+3+4	0	09	53
	191	0	13	50
	193/2	0	21	98
	194	0	14	40
	51/1+2	0	08	40
	52/2	0	23	55
	56/2	0	04	73
	56/8	0	06	72
	56/12	0	03	00
	56/13	0	24	30

[स० 12016/47/82-प्रोड०]

S.O. 1856.—Whereas by a notification of the Government of India in the Ministry of Petroleum, Chemicals & Fertilizer (Department of Petroleum), S.O. No 3741 dated 14th October, 1982 under sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of Users in Land) Act, 1962 (50 of 1962), the Central Government declared its intention to acquire the right of user in the lands specified in the schedule appended to that notification for the purpose of laying pipeline,

And whereas the Competent Authority has under sub-section (1) of Section 6 of the said Act, submitted a report to the Government,

And further whereas the Central Government has after considering the said report, decided to acquire the right of user in the lands specified in the schedule appended to this notification;

Now, therefore, in exercise of the power conferred by sub section (1) of the section 6 of the said Act, the Central Government hereby declares that the right of user in the said lands specified in the schedule appended to this notification hereby acquired for laying the pipeline,

And further in exercise of power conferred by sub section (4) of that section, the Central Government directs that the right of users in the said lands shall instead of vesting in the Central Government vest on this date of the publi-

cation of this declaration in the Oil & Natural Gas Commission free from encumbrances

SCHEDULE

Pipeline from Well No AMB to Ahmedabad-18
State Gujarat District Ahmedabad Taluka :
Daserou

Village	Survey No	Hec-tare	Are	Centi-tiare
Hathijan	245	0	08	10
	Cart track	0	00	80
	222	0	17	10
	220/1/2	0	15	00
	221	0	04	05
	188/10/1	0	06	45
	188/1+2	0	07	80
	188/1+2+3+4	0	09	53
	191	0	13	50
	193/2	0	21	98
	194	0	14	40
	51/1+2	0	08	40
	52/2	0	23	55
	56/2	0	04	73
	56/8	0	06	72
	56/12	0	03	00
	56/13	0	24	30

[No. 12016/47/82-Prod]

का० आ० 1857 —यत केन्द्रीय सरकार को यह प्रतीत होता है कि लोकहित में यह आवश्यक है कि गुजरात राज्य में जे०एन०एन० से झुटाना जी जी एस-1 तक पेट्रोलियम के परिवहन के लिये पाईप लाईन तेल तथा प्राकृतिक गैस आयोग द्वारा बिछाई जानी चाहिए।

और यत. यह प्रतीत होता है कि ऐसी लाइनो के बिछाने के प्रयोजन के लिये एतद्पाबद्ध अनुसूची में वर्णित भूमि में उपयोग का अधिकार अर्जित करना आवश्यक है।

अतः अब पेट्रोलियम और खनिज पाईप लाईन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (ii) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार ने उसमें उपयोग का अधिकार अर्जित करने का अपना आशय एतद्द्वारा घोषित किया है।

वशर्त की उक्त भूमि में हितबद्ध कोई व्यक्ति, उस भूमि के नीचे पाईप लाईन बिछाने के लिए आक्षेप सक्षम प्राधिकारी तेल तथा प्राकृतिक गैस आयोग, निर्माण और देख-भाल प्रभाग, मकरपुरा रोड, बडोदरा-9 को इस अधिसूचना की तारीख से 21 दिनों के भीतर कर सकेगा।

और ऐसा आक्षेप करने वाला हर व्यक्ति विनिर्दिष्ट यह भी कथन करेगा कि क्या वह यह चाहता है कि उसकी सुनवाई व्यक्तिगत हो या किमी विधि व्यवसायी की मार्फत।

अनुसूची

जे०एन०एन०मे झुताना जी०जी०एम०-1 तक पाईप लाईन बिछाने के लिये

राज्य : गुजरात जिला व तालुका : मेहसाना

गांव	ब्लॉक नं०	हेक्टेयर	एअरई	सेन्टीयर
मांकणज	700	0	12	00
	769	0	01	90
	768	0	05	80
	767	0	07	00
	765	0	22	20
	758	0	14	20
	828	0	11	00
	829	0	03	10
	822	0	01	00
	821	0	06	40

[सं० 12016/14/83-प्रोड०]

S.O. 1857.—Whereas it appears to the Central Government that it is necessary in the public interest that for the transport of petroleum from JNN to JOTANA GGS 1 in Gujarat State pipeline should be laid by the Oil & Natural Gas Commission;

And whereas it appears that for the purpose of laying such pipeline, it is necessary to acquire the right of user in the land described in the schedule annexed hereto;

Now, therefore, in exercise of the powers conferred by sub-section (1) of the Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in the Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein;

Provided that any person interested in the said land may, within 21 days from the date of this notification, object to the laying of the pipeline under the land to the Competent Authority, Oil & Natural Gas Commission, Construction & Maintenance Division, Makarpura Road, Vadodra (390009).

And every person making such an objection shall also state specifically whether he wishes to be heard in person or by a legal practitioner

SCHEDULE

Pipeline from JNN to JOTANA GGS-I.

State : Gujarat District & Taluka : Mehsana

Village	Block No.	Hec-tare	Arc	Centiare
Maknaj	770	0	12	00
	769	0	01	90
	768	0	05	80
	767	0	07	00
	765	0	22	20
	758	0	14	20
	828	0	11	00
	829	0	03	10
	822	0	01	00
	821	0	06	40

का०आ० 1858.—यतः केन्द्रीय सरकार को यह प्रतीत होता है कि लोकहित में आवश्यक है कि महाराष्ट्र राज्य में बम्बई से पुणे तक पेट्रोलियम पदार्थों के परिवहन के लिये पाईप लाईन हिन्दुस्तान पेट्रोलियम कारपोरेशन लिमिटेड द्वारा बिछाई जानी चाहिये।

और यतः यह प्रतीत होता है कि ऐसी लाईनों के बिछाने के प्रयोजन के लिये एतद्बद्ध अनुसूची में वर्णित भूमि में उपयोग का अधिकार अर्जित करना आवश्यक है।

अतः अब पेट्रोलियम और खनिज पाईप लाईन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार ने उसमें उपयोग का अधिकार अर्जित करने का अपना आशय एतद्वारा घोषित किया है।

बशर्ते कि उक्त भूमि में हितबद्ध कोई व्यक्ति, उस भूमि के नीचे पाईप लाईन बिछाने के लिये आक्षेप सक्षम प्राधिकारी, हिन्दुस्तान पेट्रोलियम कारपोरेशन लि०, बम्बई पुणे पाईप लाईन प्रोजेक्ट, फ्युअल रिफाइनरीज, माहुल, बम्बई, को इस अधि-सूचना की तारीख से 21 दिनों के भीतर कर सकेगा।

और ऐसा आक्षेप करने वाला हर व्यक्ति विनिर्दिष्टतः यह भी कथन करेगा कि क्या वह यह चाहता है कि उसकी सुनवाई व्यक्तिगत हो या किसी विधि व्यवसायी की मार्फत।

अनुसूची

पाईप लाईन, गांव बाघोली से, तालुका : हवेली, जिला : पुणे, महाराष्ट्र (भाग-1)

गांव	खसरा नं०	हिस्सा नंबर	क्षेत्रफल	हेक्टेयर	एअर
बाघोली	00 का भाग	—	00	00	
बाघोली	224 का भाग	—	00	25	
बाघोली	225 का भाग	—	00	09	
बाघोली	226 का भाग	—	00	80	
बाघोली	228 का भाग	—	00	28	
बाघोली	244 का भाग	—	00	02	
बाघोली	243 का भाग	—	00	55	
बाघोली	262 का भाग	—	00	70	
बाघोली	264 का भाग	—	00	44	
बाघोली	265 का भाग	—	00	73	
बाघोली	266 का भाग	—	00	56	
बाघोली	268 का भाग	—	00	61	
बाघोली	281 का भाग	—	00	11	
बाघोली	279 का भाग	—	01	01	

[क्रमांक 12016/15/83-प्रोड०]

राजेंद्र सिंह, निदेशक

[No. 12016/14/83-Prod.]

S.O. 1858.—Whereas it appears to Central Government that it is necessary to lay a pipeline for transporting Petroleum Products from Bombay to Pune in the State of Maharashtra through Pipe-line and that said Pipe-line is to be laid through the agency of Hindustan Petroleum Corporation Limited, Bombay.

And whereas it appears to Central Government that for laying pipe-line it is necessary to acquire the Right of User in respect of the lands appended to herewith in schedule.

Now therefore in exercise of the powers vested in them by virtue of Section 3(i) of Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) AO 1962 (50 of 1962) Central Government notify their intention to acquire the Right of user in the lands referred to above.

Any person having his interest in the lands referred to above having any objection for laying the Pipe-line through above mentioned lands may prefer an objection within 21 days of the publication of this notification before the competent authority Hindustan Petroleum Corporation Limited, Bombay Pune Pipeline Project, Fuels Refinery, Corridor Road, Bombay-74.

All persons having any objection may also state whether they want to be heard in person either himself or through any lawyer appointed by him.

SCHEDULE

Pipeline at Village Vagholi, Taluka : Haveli,
Dist. Pune, Maharashtra.

Vagholi (Part -I)

Village	S. No./Gat No.	Hissa No.	Area	
			H.	R.
Vagholi	224 Part	—	00	25
	225 Part	—	00	09
	226 Part	—	00	80
	228 Part	—	00	28
	244 Part	—	00	02
	243 Part	—	00	55
	262 Part	—	00	70
	264 Part	—	00	44
	265 Part	—	00	73
	266 Part	—	00	56
	268 Part	—	00	61
	281 Part	—	00	11
	279 Part	—	01	01

[No. 12016/15/83-Prod.]

नई दिल्ली, 5 अप्रैल, 1983

का० प्रा० 1859.—यतः केन्द्रीय सरकार को प्रतीत होता है कि लोकहित में आवश्यक है कि महाराष्ट्र राज्य में बम्बई से पुणे तक पेट्रोलियम पदार्थों के परिवहन के लिए पाईप लाईन हिन्दुस्तान पेट्रोलियम का० लि०, द्वारा बिछाई जानी चाहिए ।

और यतः प्रतीत होता है कि ऐसी लाईनों को बिछाने के प्रयोजन के लिए एतद्बद्ध अनुसूची में वर्णित भूमि में उपयोग का अधिकार अर्जित करना आवश्यक है ।

अतः अब पेट्रोलियम और खनिज पाईप लाईन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार ने उसमें उपयोग का अधिकार अर्जित करने का अपना आशय एतद्द्वारा घोषित किया है ।

बशर्ते कि उक्त भूमि में हितबद्ध कोई व्यक्ति, उस भूमि के नीचे पाईप लाईन बिछाने के लिए आक्षेप सक्षम प्राधिकारी, हिन्दुस्तान पेट्रोलियम कॉर्पोरेशन लि० बम्बई पुणे पाईप लाईन प्रोजेक्ट, फ्युअलस रिफायनरीज, माहुल, बम्बई को इस अधिसूचना की तारीख से 21 दिनों के भीतर कर सकेगा ।

और ऐसा आक्षेप करने वाला हर व्यक्ति विनिवृष्टतः यह भी कथन करेगा कि क्या वह यह चाहता है कि उसकी सुनवाई व्यक्तिगत हो या किसी विधि व्यवसायी की मार्फत ।

अनुसूची

पाईप लाईन मांगुर्डे गांव से, तालुका : खेड, जिला : पुणे, महाराष्ट्र

गांव	खसरा नंबर	हिस्सा नंबर	क्षेत्रफल	
			हैक्टर एयर	
सांगुर्डे	57 का भाग	—	00	03
	58 "	—	00	03
	59 "	—	00	03
	60 "	—	00	02
	61 "	—	00	04
	62 "	—	00	02
	63 "	—	00	06
	65 "	—	00	02
	66 "	—	00	02
	67 "	—	00	05
	69 "	—	00	04
	70 "	—	00	04
	71 "	—	00	02
	72 "	—	00	04
	73 "	—	00	06
	86 "	—	00	04
	87 "	—	00	05
	88 "	—	00	03
	89 "	—	00	03
	93 "	—	00	05

गांव	खसरा नंबर	हिस्सा नंबर	क्षेत्रफल हैक्टर ऐयर
94 का भाग	—	00	06
98 "	—	00	04
99 "	—	00	04
100 "	—	00	04
101 "	—	00	06
102 "	—	00	18
106 "	—	00	06
110 "	—	00	42
116 "	—	00	03
117 "	—	00	03
118 "	—	00	03
119 "	—	00	11
120 "	—	00	03
121 "	—	00	03
122 "	—	00	05
123 "	—	00	05
124 "	—	00	08
125 "	—	00	25
126 "	—	00	06

[क्रमांक 12016/16/83-प्रोड]

New Delhi the 5th April 1983

S.O. 1859.—Whereas it appears to Central Government that it is necessary to lay a pipeline for transporting Petroleum Products from Bombay to Pune in the State of Maharashtra through Pipe-line and that said Pipe-line is to be laid through the agency of Hindustan Petroleum Corporation Limited, Bombay.

And whereas it appears to Central Government that for laying pipe-line it is necessary to acquire the Right of User in respect of the lands appended to herewith in schedule.

Now therefore, in exercise of the powers vested in them by virtue of Section 3(i) of Petroleum and Minerals Pipe-lines (Acquisition of Right of User in Land) AO 1962 (50 of 1962) Central Government notify their intention to acquire the Right of user in the lands referred to above.

Any person having his interest in the lands referred to above having any objection for laying the Pipe-line through above mentioned lands may prefer an objection within 21 days of the publication of this notification before the competent authority Hindustan Petroleum Corporation Limited, Bombay Pune Pipeline Project, Fuels Refinery, Corridor Road, Bombay-74.

All persons having any objection may also state whether they want to be heard in person either himself or through any lawyer appointed by him.

2 GI/83—4

SCHEDULE

Pipeline at Village Sangurde.

Taluka:—Khed, Dist:—Pune, State:—Maharashtra.

Village	Survey No./ Gat No.	Hissa No.	Area	
			H	R
Sangurde	00 Part	—	00	00
	57 "	—	00	03
	58 "	—	00	03
	59 "	—	00	03
	60 "	—	00	02
	61 "	—	00	04
	62 "	—	00	02
	63 "	—	00	06
	65 "	—	00	02
	66 "	—	00	02
	67 "	—	00	05
	69 "	—	00	04
	70 "	—	00	04
	71 "	—	00	02
	72 "	—	00	04
	73 "	—	00	06
	86 "	—	00	04
	87 "	—	00	05
	88 "	—	00	03
	89 "	—	00	03
	93 "	—	00	05
	94 "	—	00	06
	98 "	—	00	04
	99 "	—	00	04
	100 "	—	00	04
	101 "	—	00	06
	102 "	—	00	18
	106 "	—	00	06
	110 "	—	00	42
	116 "	—	00	03
	117 "	—	00	03
	118 "	—	00	03
	119 "	—	00	11
	120 "	—	00	03
	121 "	—	00	03
	122 "	—	00	05
	123 "	—	00	05
	124 "	—	00	08
	125 "	—	00	25
	126 "	—	00	06

[No. 12016/16/83-Prod.]

का० आ० 1860—यतः पेट्रोलियम और खनिज पाईप लाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) के अधीन भारत सरकार के ऊर्जा मंत्रालय (पेट्रोलियम विभाग) की अधिसूचना का० आ० सं० 3090 तारीख 4-9-82 द्वारा केन्द्रीय सरकार ने उस अधिसूचना के संलग्न अनुसूची में विनिर्दिष्ट भूमियों के उपयोग के अधिकार को पाइप लाइन को बिछाने के प्रयोजन के लिए अर्जित करने का अपना आशय घोषित कर दिया था।

और यतः मक्षम प्राधिकारी ने उक्त अधिनियम की धारा 6 की उपधारा (1) के अधीन सरकार को रिपोर्ट दे दी है

और आगे, यतः केन्द्रीय सरकार ने उक्त रिपोर्ट पर विचार करने के पश्चात् इस अधिसूचना से संलग्न अनुसूची

में विनिर्दिष्ट भूमियों के उपयोग का अधिकार अर्जित करने का विनिश्चय किया है।

अब अतः उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रदत्त अधिकारों का प्रयोग करते हुए केन्द्रीय सरकार एतद्वारा घोषित करती है, कि इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट उक्त भूमियों में उपयोग का अधिकार पाइप लाइन बिछाने के प्रयोजन के लिए एतद्वारा अर्जित किया जाता है।

और आगे उस धारा की उपधारा (4) द्वारा प्रदत्त अधिकारों का प्रयोग करते हुए केन्द्रीय सरकार निर्देश देती है कि उक्त भूमियों में उपयोग का अधिकार केन्द्रीय सरकार में निहित होने के बजाय हिन्दुस्तान पेट्रोलियम कॉर्पोरेशन लिमिटेड मुंबई के क्षेत्रीकरण में सभी बाधाओं से मुक्त रूप में घोषणा के प्रकाशन की तारीख से निहित होगा।

अनुसूची

पाइप लाइन कसबे खालापुर से शील तक, तालुका :—खाला-पुर, जिला : रायगढ़, राज्य : महाराष्ट्र

गांव	खसरा नंबर	हिस्सा नंबर	क्षेत्रफल हेक्टर ऐयर
कसबे खालापुर	00 का भाग	—	00 00
	60 "	—	00 16
	7 "	—	00 23
	8 "	—	00 16
	परडी "	—	00 06
	61 "	—	00 11
	62 "	—	00 29
	64 "	—	00 22
	68 "	—	00 26
	69 "	—	00 22
	74 "	—	00 07
	75 "	—	00 18
	77 "	—	00 34
	78 "	—	00 03
	103 "	—	00 41
	104 "	—	00 31
	130 "	—	00 32
	132 "	—	00 25
	133 "	—	00 12
मंड	68 "	—	00 06
	70 "	—	00 19
	71 "	—	00 20

गांव	खसरा नंबर	हिस्सा नंबर	क्षेत्रफल हेक्टर-ऐयर
	73 का भाग	—	00 29
	76 "	—	00 09
	77 "	—	00 15
	79 "	—	00 08
	81 "	—	00 15
	88 "	—	00 09
	89 "	—	00 09
	90 "	—	00 10
हालखुर्द	8 "	—	00 37
	16 "	—	00 22
	17 "	—	00 19
	18 "	—	00 04
	21 "	—	00 15
	22 "	—	00 22
	23 "	—	00 26
	00 "	—	00 00
	25 "	—	00 11
	26 "	—	00 04
हल खुर्द	23 "	—	00 23
	24 "	—	00 17
	37 "	—	00 15
	42 "	—	00 32
	43 "	—	00 23
	44 "	—	00 02
	49 "	—	00 17
	50 "	—	00 15
	51 "	—	00 36
	67 "	—	00 13
	71 "	—	00 01
	72 "	—	00 15
आजोशी	5 "	—	00 04
	8 "	—	00 15
	16 "	—	00 13
शील	10 "	—	00 08
	13 "	—	00 14
	14 "	—	00 13
	17 "	—	00 23
	20 "	—	00 23
	21 "	—	00 27
	22 "	—	00 27
	34 "	—	00 06

[क्रमांक 12016/31/82-प्रोड-I]

S.O. 1860.—Whereas by a notification of Government of India in the Ministry of Energy (Department of Petroleum) S.O. 3090 (No. 12016/31/82-Prod I) dated 4-9-82 under Sub-section (1) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50

of 1962) the Central Government declared its intention to acquire the Right of User in the Lands specified in the schedule appended to that notification for the purpose of laying pipeline.

And whereas the Competent Authority has under Sub-section (1) of Section 6 of the said Act submitted report to the Government.

And further the Central Government has after considering the said report, decided to acquire the right of user in the Lands specified in the schedule appended to this notification.

Now therefore, in exercise of the power conferred by Sub-section (1) of the Section 6 of the said Act the Central Government hereby declares that the right of user in the said lands specified in the schedule appended to this notification are hereby acquired for laying the pipelines.

And further, in exercise of the power conferred by Sub-section (4) of that section, the Central Government directs that the right of user in the said lands shall instead of vesting in the Central Government vest on this date of the publication of this declaration in the Hindustan Petroleum Corp. Ltd., Bombay free from all encumbrances.

SCHEDULE

Pipeline From Kasbekhalapur to Shil.

Taluka:—Khalapur, Dist: Raigad, Maharashtra.

Village	Survey No. Gut. No.	Hissa No.	Area	
			H	R.
1	2	3	4	5
Kasbe Khalapur	Part			
	6	—	00	16
	7	—	00	23
	8	—	00	16
	Pardi	—	00	06
	61	—	00	11
	62	—	00	29
	64	—	00	22
	68	—	00	26
	69	—	00	22
	74	—	00	07
	75	—	00	18
	77	—	00	34
	78	—	00	03
	103	—	00	41
	104	—	00	31
	130	—	00	32
	132	—	00	25
	133	—	00	12
Madh	68	—	00	06
	70	—	00	19
	71	—	00	20
	73	—	00	29
	76	—	00	09
	77	—	00	15
	79	—	00	08
	81	—	00	15
	88	—	00	09
	89	—	00	09
Hal Khurd	90	—	00	10
	8	—	00	37
	16	—	00	22
	17	—	00	19
	18	—	00	04
	21	—	00	15
	22	—	00	22
	23	—	00	26
	25	—	00	11
	26	—	00	04

1	2	3	4	5
Hal Budruk	23	—	00	23
	24	—	00	17
	37	—	00	15
	42	—	00	32
	43	—	00	23
	44	—	00	02
	49	—	00	17
	50	—	00	15
	51	—	00	36
	67	—	00	13
	71	—	00	01
	72	—	00	15
Aajoshi	5	—	00	04
	8	—	00	15
	16	—	00	13
Shil	10	—	00	08
	13	—	00	14
	14	—	00	13
	17	—	00	23
	20	—	00	23
	21	—	00	27
	22	—	00	27
	24	—	00	06

[No. 12016/31/82—Prod. I]

का० आ० 1861.—यतः पेट्रोलियम और खनिज पाइप-लाइन (भूमि के उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) के अधीन भारत सरकार के ऊर्जा मंत्रालय (पेट्रोलियम विभाग) की अधिसूचना का० आ० सं० 3091 तारीख 4-9-82 द्वारा केन्द्रीय सरकार ने उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमियों के उपयोग के अधिकार को पाइप लाइन को बिछाने के लिए अर्जित करने का अपना आशय घोषित कर दिया था।

और अतः सक्षम प्राधिकारी ने उक्त अधिनियम की धारा 6 की उपधारा (1) के अधीन सरकार को रिपोर्ट दे दी है।

और आगे, यतः केन्द्रीय सरकार ने उक्त रिपोर्ट पर विचार करने के पश्चात् इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमियों में उपयोग का अधिकार अर्जित करने का विनिश्चय किया है।

अब अतः उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रदत्त अधिकारों का प्रयोग करते हुए केन्द्रीय सरकार एतद्वारा घोषित करती है, कि इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट उक्त भूमियों में उपयोग का अधिकार पाइप लाइन बिछाने के प्रयोजन के लिए एतद्वारा अर्जित किया जाता है।

और आगे उस धारा की उपधारा (4) द्वारा प्रदत्त अधिकारों का प्रयोग करते हुए केन्द्रीय सरकार ने निर्देश देती है कि उक्त भूमियों में उपयोग का अधिकार केन्द्रीय सरकार में निहित होने के बजाय हिन्दुस्तान पेट्रोलियम कार्पोरेशन लिमिटेड, मुंबई के क्षेत्रीकरण में सभी बाधाओं से मुक्त रूप से घोषणा के प्रकाशन की तारीख से निहित होगा।

अनुसूची					गांव	खसरा नंबर,	किस्सा नंबर	क्षेत्रफल
पाईप लाईन निगडोली से नडोले तक								हैक्टर ऐयर
तालुका . खालापूर,	जिला	रायगड,	राज्य	महाराष्ट्र	वणखे	1	"	00 09
गांव	खसरा नंबर	हिस्सा नंबर	क्षेत्रफल	हैक्टर ऐयर	2	"	"	00 11
					3	"	"	00 09
					4	"	"	00 05
					52	"	"	00 05
					14	"	"	00 26
					15	"	"	00 07
					27	"	"	00 11
					32	"	"	00 07
					46	"	"	00 04
					47	"	"	00 04
					48	"	"	00 09
					50	"	"	00 05
					51	"	"	00 16
					निम्बोडे	30	"	00 02
					34	"	"	00 14
					36	"	"	00 20
					37	"	"	00 23
					41	"	"	00 38
					56	"	"	00 22
					58	"	"	00 07
					59	"	"	00 10
					62	"	"	00 27
					63	"	"	00 16
					64	"	"	00 14
					नडोदे	26	"	00 14
					28	"	"	00 23
					43	"	"	00 57
					48	"	"	00 18
					54	"	"	00 06
					68	"	"	00 05
					69	"	"	00 23
					70	"	"	00 05
					74	"	"	00 18
					75	"	"	00 09
					78	"	"	00 37
					79	"	"	00 32
निगडोली	00 का भाग	—	00 00					
	59 "	—	00 06					
	60 "	—	00 06					
	61 "	—	00 07					
	62 "	—	00 07					
	63 "	—	00 22					
	64 "	—	00 13					
	83 "	—	00 73					
	84 "	—	00 07					
	85 "	—	00 22					
	90 "	—	00 18					
	91 "	—	00 07					
	92 "	—	00 13					
	95 "	—	00 09					
	96 "	—	00 12					
	107 "	—	00 37					
	111 "	—	00 15					
	113 "	—	00 22					
	114 "	—	00 11					
	118 "	—	00 38					
	120 "	—	00 23					
शिखली	4 "	—	00 15					
	5 "	—	00 15					
	6 "	—	00 01					
	10 "	—	00 07					
	11 "	—	00 02					
	12 "	—	00 07					
	34 "	—	00 07					
	35 "	—	00 04					
	41 "	—	00 11					
	42 "	—	00 02					
	43 "	—	00 18					
	51 "	—	00 04					
	54 "	—	00 01					
	55 "	—	00 10					
	56 "	—	00 04					
	57 "	—	00 15					
	00 "	—	00 00					
	60 "	—	00 22					

[क्रमांक 12016/31/82-प्रोड-II]

S.O. 1861.—Whereas by a notification of Government of India in the Ministry of Energy (Department of Petroleum) S.O. 3091 (No. 12016/31/82-Prod II) dated 4-9-82 under Sub-section (1) of Section 3 of the Petroleum and Minerals Pipe-lines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962) the Central Government declared its intention to acquire the Right of User in the Lands specified in the schedule appended to that notification for the purpose of laying pipeline.

And whereas the Competent Authority has under Sub-section (1) of Section 6 of the said Act submitted report to the Government.

And further the Central Government has after considering the said report, decided to acquire the right of user in the Lands specified in the schedule appended to this notification.

Now, therefore, in exercise of the power conferred by Sub-section (1) of the Section 6 of the said Act the Central Government hereby declares that the right of user in the said lands specified in the schedule appended to this notification are hereby acquired for laying the pipelines

And further, in exercise of the power conferred by Sub-section (4) of that section, the Central Government directs that the right of user in the said lands shall instead of vesting in the Central Government vest on this date of the publication of this declaration in the Hindustan Petroleum Corporation Ltd. Bombay free from all encumbrances.

SCHEDULE

Pipeline From Nagdoli to Nadode

Taluka:—Khalapur, Dist:—Rajgad, Maharashtra.

Village	Survey No. Gut No.	Hissa No.	Area	
			H	R.
1	2	3	4	5
Nigdoll	Part,			
	59	—	00	06
	60	—	00	06
	61	—	00	07
	62	—	00	07
	63	—	00	22
	64	—	00	13
	83	—	00	73
	84	—	00	07
	85	—	00	22
	90	—	00	18
	91	—	00	07
	92	—	00	13
	95	—	00	09
	96	—	00	12
	107	—	00	37
	111	—	00	15
	113	—	00	22
	114	—	00	11
	118	—	00	38
	120	—	00	23
Shiravali	4	—	00	15
	5	—	00	15
	6	—	00	01
	10	—	00	07
	11	—	00	02

1	2	3	4	5
	12	—	00	07
	34	—	00	07
	35	—	00	04
	41	—	00	11
	42	—	00	02
	43	—	00	18
	51	—	00	04
	54	—	00	01
	55	—	00	10
	56	—	00	04
	57	—	00	15
	60	—	00	22
Wanwe	1	—	00	19
	2	—	00	11
	3	—	00	09
	4	—	00	04
	14	—	00	26
	15	—	00	07
	27	—	00	18
	32	—	00	07
	46	—	00	04
	47	—	00	04
	48	—	00	09
	50	—	00	05
	51	—	00	16
	52	—	00	05
Nimbode	30	—	00	02
	34	—	00	14
	36	—	00	20
	37	—	00	23
	41	—	00	38
	56	—	00	22
	58	—	00	07
	59	—	00	10
	62	—	00	27
	63	—	00	16
	64	—	00	14
Nadode	26	—	00	14
	28	—	00	23
	43	—	00	57
	48	—	00	18
	54	—	00	06
	68	—	00	05
	69	—	00	23
	70	—	00	05
	74	—	00	18
	75	—	00	09
	78	—	00	37
	79	—	00	32

[No. 12016/31/82—Prod-II]

का० भा० 1862.—यत् केन्द्रीय सरकार को यह प्रतीत होता है कि लोकहित में यह आवश्यक है कि हिन्दुस्तान उर्वरक निगम लिमिटेड की विस्तार प्रायोजना नामरूप में (दुलियाजान से नाहरकटिया ओ० सी० एस०, नाहरकटिया) जिला- डिब्रूगढ़, असम के लिए पाइप लाइन असम गैस कम्पनी लिमिटेड, दुलियाजान द्वारा बिछाई जानी चाहिए।

और यत् यह प्रतीत होता है कि ऐसी लाइनों को बिछाने के प्रयोजन के लिए एतद्पाबद्ध अनुसूची में वर्णित भूमि में उपयोग का अधिकार अर्जित करना आवश्यक है।

अतः अब पेट्रोलियम और खनिज पाइप लाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार ने उसमें उपयोग को अधिकार अर्जित करने का अपना आशय एतद्द्वारा घोषित किया है।

बशर्ते कि उक्त भूमि में हितवद्ध कोई व्यक्ति, उस भूमि के नीचे पाइप लाइन बिछाने के लिये आक्षेप सक्षम प्राधिकारी, उपायुक्त डिब्रूगढ़ असम को इस अधिसूचना की तारीख से 21 दिनों के भीतर कर सकेगा।

और ऐसा आक्षेप करने वाला हर व्यक्ति विनिर्दिष्ट: यह भी कथन करेगा कि क्या वह यह चाहता है कि उसकी सुनवाई व्यक्तिगत हो या किसी विधि व्यवसायी मार्फत।

अनुसूची

हिन्दुस्तान उर्वरक निगम, नामरूप की विस्तार प्रायोजना के दुलियाजान से नाहरकटिया ओ० सी० एस० तक पाइप लाइन बिछाने के लिए।

क्र० सं०	गांव	मौजा	पट्टा नं०	डग नं०	एरिया	मन्तव्य
					बी० के० एल०	
1	2 नं० चलाकटकी गांव	खेरेमिया	दरखास्त भूमि (ख)	10 भाग	0-4-3	
			"	10 "	0-0-12	
			"	29 "	0-1-2	
			"	38 "	0-4-18	
			"	102 "	1-4-8	
			"	103 "	1-2-0	
			"	104 "	0-1-0	
			"	115 "	0-0-11	
			"	116 "	0-0-10	
					5-4-4	
2	1 नं० चलाकटकी गांव	खेरेमिया	18 नं० मियादी	303 भाग	0-1-12	
			10 नं० मियादी	305 "	0-1-5	
			81 नं० मियादी	310 "	0-1-12	
			"	311 "	0-4-0	
			एकसोना	312 "	0-2-4	
			31 नं० मियादी	319 "	1-1-2	
			2 नं० मियादी	322 "	0-2-18	
			77 नं० मियादी	343 "	1-0-1	
			83 नं० मियादी	344 "	0-3-0	
			56 नं० मियादी	349 "	0-4-8	
			81 नं० मियादी	354 "	0-1-13	
			दरखास्त भूमि	307 "	0-1-0	
			"	313 "	1-2-2	
					8-1-17	

क्र०सं०	गांव	मौजा	पट्टा नं०	उग नं०	एरिया	मस्तक्य
						बी० के० एल०
3	1 नं० जागन गांव	खेरेमिया	एकसोना	1 भाग	0-1-7	
			"	2 "	0-1-6	
			"	22 "	0-3-5	
			"	27 "	0-0-7	
			दरखास्त भूमि	14 भाग	0-0-13	
			"	15 "	0-0-16	
			"	16 "	0-0-16	
			"	19 "	0-0-12	
			"	21 "	0-1-15	
			"	20 "	0-0-13	
						2-1-10
4	2 नं० जागन गांव	खेरेमिया	एकसोना	37 "	0-2-5	
			2 नं०			
			मियादी	41 "	1-0-4	
			"	61 "	0-1-10	
			एकसोना	60 "	0-1-0	
			13 नं०			
			मियादी	91 "	0-1-6	
			16 नं०			
			मियादी	92 "	0-1-10	
			5 नं०			
			मियादी	63 "	0-2-1	
			13 नं०			
			मियादी	132 "	0-1-0	
			1 नं०			
			मियादी	135 "	0-1-6	
			दरखास्त भूमि	38 "	2-1-8	
			"	77 "	0-0-11	
			"	130 "	0-0-12	
						5-4-13
			दरखास्त भूमि	131 भाग	0-1-0	
			"	136 "	0-0-12	
			"	137 "	0-1-0	
			"	141 "	0-1-0	
			एकसोना	140 "	0-0-8	
			13 नं०			
			मियादी	144 "	0-1-2	
			एकसोना	189 "	0-1-18	
			"	191 "	0-2-5	
			दरखास्त भूमि	118 "	0-4-15	
						9-3-13

क्र०सं०	गांव	मीजा	पट्टा नं०	डाग नं०	एरिया	मन्तव्य
					बी० के० एल०	
5	हात्तीगढ़ ब्लॉक गांव	जयपुर	1 नं० मियादी	4 भाग	0-1-13	
			एकसोना	12 "	0-1-12	
			"	13 "	0-0-5	
			"	14 "	0-3-18	
			"	24 "	1-2-5	
			2 नं० मियादी	29 "	0-0-17	
			एकसोना	31 "	0-3-1	
			"	48 "	1-1-5	
			"	50 "	0-2-10	
			दरखास्त भूमि	9 "	0-0-11	
			"	25 "	0-0-6	
			"	26 "	0-0-16	
			"	27 "	0-1-4	
			"	28 "	0-0-16	
			"	35 "	0-1-16	
			"	177 "	0-2-23	
					6-4-8	
6	टिपलिंग बाह्दारी गांव	जयपुर	1 नं० मियादी	19 "	0-3-10	
			92 नं० मियादी	20 "	0-0-11	
			1 नं० मियादी	22 "	0-1-8	
			1 नं० मियादी	28 भाग	0-1-7	
			एकसोना	38 "	0-2-8	
			"	39 "	0-3-0	
			"	40 "	0-0-8	
			5 नं० मियादी	49 "	0-4-7	
			37 नं० मियादी	60 "	0-2-5	
			117 नं० मियादी	77 "	0-4-12	
			119 नं० मियादी	79 "	0-1-5	
			1 नं० मियादी	84 "	0-0-10	
			65 नं० मियादी	98 "	0-4-2	
			1 नं०			

क्र.सं०	गांव	मीजा	पट्टा नं०	हाग नं०	एरिया बी० के० एल०	मन्तव्य
			मियादी 65 नं०	99 "	0-1-14	
			मियादी 47 नं०	100 "	0-0-8	
			मियादी 1 नं०	136 "	0-0-17	
			मियादी	137 "	0-1-0	
			एकसोना 1 नं०	104 "	0-0-7	
			मियादी 78 नं०	152 "	0-1-2	
			मियादी 47 नं०	102 "	0-0-18 एच	
			मियादी	138 "	0-0-12	
			वरखास्त भूमि	25 "	0-1-5	
			"	47 "	0-1-17	
			"	57 "	0-0-10	
					8-0-3	

[क्रमांक 0-12016/26/83-प्रोड]

राजेश्वर सिंह, निदेशक

S.O. 1862.—Whereas it appears to the Central Government that it is necessary in the Public interest that for the laying of gas pipeline for expansion Project of M/s. Hindustan Fertilizer Corporation Limited (at Namrup from Duliajan to Naharkatiya OCS, Naharkatia) Dibrugarh District, Assam, pipeline should be laid by the Assam Gas Company Limited, Duliajan.

And whereas it appears that for the purpose of laying such pipeline, it is necessary to acquire the Right of User in the land described in the schedule annexed hereto.

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 3 of the Petroleum Pipeline (Acqui-

sition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein.

Provided that any person interested in the said land may, within 21 days from the date of this notification, object to the laying of the pipelines under the land to the Competent Authority, viz. the Deputy Commissioner, Dibrugarh, Assam.

And every person making such an objection shall also state specifically whether he wishes to be heard in person or by a legal practitioner.

SCHEDULE

Laying of gas pipeline from Duliajan to Naharkatia OCS for expansion Project of M/s. Hindustan Fertilizer Corporation Limited, Namrup.

Sl. No.	Gaon	Mouza	Patta No.	Dug. No.	Area		Remark
					B	K	L
1. No. 2	Chalakatoky Gaon	Khermla	Waste land	10 Part	0	4	3
			-do- (B)	10 Part	0	0	12
			-do-	29 Part	0	1	2
			-do-	38 Part	0	4	18
			-do-	102 Part	1	4	8
			-do-	103 Part	1	2	0
			-do-	104 Part	0	1	0
			-do-	115 Part	0	0	11
			-do-	116 Part	0	0	10
			Total		5	4	4

1	2	3	4	5	6	7	8
2. No. 1 Chalakatoky Gaon		Khermia	No. 18				
			Periodic	303 Part	0	1	12
			No. 10 Periodic	305 Part	0	1	5
			No. 81 periodic	310 Part	0	1	12
			-do-	311 Part	0	4	0
			Annual	312 Part	0	2	4
			No. 31 Periodic	319 Part	1	1	2
			No. 2 Periodic	322 Part	0	2	18
			No. 77 Periodic	343 Part	1	0	1
			No. 83 Periodic	344 Part	0	3	0
			No. 56 Periodic	349 Part	0	4	8
			No. 81 Periodic	354 Part	0	1	13
			Waste land	307 Part	0	1	0
			-do-	313 Part	1	2	2
			Total		8	1	17
3. No. 1 Jagun Gaon		-do-	Annual	1 Part	0	1	7
			-do-	2 Part	0	1	6
				22 Part	0	3	5
			-do-	27 Part	0	0	7
			Wasteland	14 Part	0	1	13
			-do-	15 Part	0	0	16
			-do-	16 Part	0	0	16
			-do-	19 Part	0	0	12
			-do-	21 Part	0	1	15
			-do-	20 Part	0	0	13
			Total		2	1	10
4. No. 2 Jagun Gaon		-do-	Annual	37 Part	0	2	5
			No. 2 Periodic	41 Part	1	0	4
			-do-	61 Part	0	1	10
			Annual	90 Part	0	1	0
			No. 13 Periodic	91 Part	0	1	6
			No. 16 Periodic	92 Part	0	1	10
			No. 5 Periodic	93 Part	0	2	1
			No. 13 Periodic	132 Part	0	1	0
			No. 1 Periodic	135 Part	0	1	6
			Wasteland	38 Part	2	1	8
			-do-	77 Part	0	0	11
			-do-	130 Part	0	0	12
			Total		5	4	13
			Wasteland	131 Part	0	1	0
			-do-	136 Part	0	0	12
			-do-	137 Part	0	1	0
			-do-	141 Part	0	1	0
			Annual	140 Part	0	0	8
			No. 13 Periodic	144 Part	0	1	2
			Annual	189 Part	0	1	18
			-do-	191 Part	0	2	5
			Wasteland	118 Part	1	4	15
			Total		9	3	13
5. Hatigarh Block Gaon		Joypur	No. 1 Periodic	4 Part	0	1	13
			Annual	12 Part	0	1	12
			-do-	13 Part	0	0	5
			-do-	14 Part	0	3	18
			-do-	24 Part	1	1	5
			No. 2 Periodic	29 Part	0	0	17
			Annual	31 Part	0	3	1
			-do-	48 Part	1	1	5
			-do-	50 Part	0	2	10
			Wasteland	9 Part	0	0	11

1	2	3	4	5	6	7	8
Hatigarh Block Gaon (contd.)	Joypur	Waste-land	25 Part	0	0	6	
		-do-	26 Part	0	0	16	
		-do-	27 Part	0	1	4	
		-do-	28 Part	0	0	16	
		-do-	35 Part	0	1	16	
		-do-	177 Part	0	2	13	
			Total	6	4	8	
6. Tipling Bahdhari Gaon	-do-	No. 1 Periodic	19 Part	0	3	10	
		No. 92 Periodic	20 Part	0	0	11	
		No. 1 Periodic	22 Part	0	1	8	
		-do-	28 Part	0	1	7	
		Annual	38 Part	0	2	8	
		-do-	39 Part	0	3	0	
		-do-	40 Part	0	0	8	
		No. 5 Periodic	49 Part	0	4	7	
		No. 37 Periodic	60 Part	0	2	5	
		No. 117 Periodic	77 Part	0	4	12	
		No. 119 Periodic	79 Part	0	1	5	
		No. 1 Periodic	84 Part	0	0	10	
		No. 65 Periodic	98 Part	0	4	2	
		No. 1 Periodic	99 Part	0	1	14	
		No. 65 Periodic	100 Part	0	0	8	
		No. 47 Periodic	136 Part	0	0	17	
		No. 1 Periodic	137 Part	0	1	0	
		Annual	104 Part	0	0	7	
		No. 1 Periodic	152 Part	0	1	2	
		No. 78 Periodic	102 Part	0	0	18H	
		No. 47 Periodic	138 Part	0	0	12	
		Wasteland	25 Part	0	1	5	
		-do-	47 Part	0	1	17	
		-do-	57 Part	0	0	10	
			Total	8	0	3	

[No. O-12016/26/83-Prod.]

RAJENDRA SINGH, Director

ग्रामीण विकास संग्रालय

नई दिल्ली, 31 मार्च, 1983

इस प्रकार विनिर्दिष्ट तारीख की समाप्ति से पूर्व नियमों के उक्त प्रारूप की बाबत जो भी आक्षेप या सुझाव किसी व्यक्ति से प्राप्त होंगे, केन्द्रीय सरकार उन पर विचार करेगी।

प्रारूप नियम

1. इन नियमों का संक्षिप्त नाम जीरा बीज श्रेणीकरण और चिन्हांकन (संशोधन) नियम, 1983 है।

2. जीरा बीज श्रेणीकरण और चिन्हांकन नियम, 1969 में,—

(1) अनुसूची II के स्तंभ 6 में, "1.5", "3.0", "4.0" और "5.0" अंकों के स्थान क्रमशः "3.0" "6.0", "8.0" और "10.0" अंक रखे जाएंगे।

[सं० 10-3/82 ए० एम०]

बी० डी० टेकरीवाल, निदेशक (विपणन)

का० प्रा० 1863 केन्द्रीय सरकार, कृषि उत्पाद (श्रेणीकरण और चिन्हांकन) अधिनियम, 1937 (1937 का 1) की धारा 3 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, जीरा श्रेणीकरण और चिन्हांकन नियम, 1969 में कतिपय और संशोधन करना चाहती है। जैसा कि उक्त धारा में अपेक्षित है, प्रस्तावित संशोधनों का निम्नलिखित प्रारूप उन सभी व्यक्तियों की जानकारी के लिये प्रकाशित किया जा रहा है जिनके उससे प्रभावित होने की संभावना है। इसके द्वारा सूचना दी जाती है कि उक्त प्रारूप पर भारत के उस राजपत्र की प्रतियां जनता को उपलब्ध कराए जाने की उस तारीख से, जिसको भारत के उस राजपत्र की प्रतियां, जिसमें यह अधिसूचना प्रकाशित की जाती है, जनता को उपलब्ध कराई जाती है, तारीख से बीसवालीस दिन के पश्चात् विचार किया जाएगा।

टिप्पण : (1) मूल नियम, अर्थात् जीरा बीज श्रेणीकरण और चिह्नान्कन नियम, 1969 जिससे 1964 का नियम निरसित किया गया था, भारत के राजपत्र, भाग 2, खंड 3, उपखंड (4) तारीख 25-10-69 में का०आ० 4302 के रूप में प्रकाशित किए गए थे।

(2) इन नियमों का पहला संशोधन, भारत के राजपत्र भाग 2, खंड 3, उपखंड (ii) तारीख 25-12-1979 में का०आ० 4011 के रूप में प्रकाशित किया गया था।

MINISTRY OF RURAL DEVELOPMENT

New Delhi, the 31st March, 1983

S.O. 1863.—The following draft rules, further to amend the Cumin Seeds Grading and Marking Rules, 1969, which the Central Government proposes to make, in exercise of the powers conferred by section 3 of the Agricultural Produce (Grading and Marking) Act, 1937 (1 of 1937), are hereby published, as required by the said section, for the information of all persons likely to be affected thereby and notice is hereby given that said draft rules will be taken into consideration after 45 days from the date on which the copies of the Gazette of India in which this notification is published are made available to the public.

Any objections or suggestions received from any persons with respect to the said draft rules, before the expiry of the period so specified, will be considered by the Central Government.

DRAFT RULES

1. These rules may be called the Cumin Seeds Grading and Marking (Amendment) Rules, 1983.

2. In the Cumin Seeds Grading and Marking Rules, 1969,

(i) in Schedule II, column 6 for the figures "1.5", "3.0", "4.0" and "5.0" shall, respectively, be substituted the figures "3.0", "6.0", "8.0" and "10.0".

[No. F. 10-3/82-AM]

B. D. TEKRIWAL, Director (M)

Note.—(1) The Principle rules i.e. Cumin Seed Grading and Marking Rules, 1969, repealing the 1964 rules, were published at pages No. 4625—4629 of the Gazette of India, Part II, Section 3, Sub-section (ii), dated 25th October, 1969 as S.O. 4302.

(2) The first amendment to the rules published at page No. 3515 of the Gazette of India, Part II, Section 3, Sub-section (ii), dated 15th December, 1979 as S.O. 4011.

नौवहन और परिवहन मंत्रालय

(नौवहन महानिदेशालय)

बम्बई, 7 मार्च, 1983

(वाणिज्य पोत परिवहन)

का० आ० 1864.—वाणिज्य पोत परिवहन अधिनियम, 1958 (1958 का 44) की धारा 391 की उप-धारा 1 के साथ पठित भारत सरकार के भूतपूर्व परिवहन और और संचार मंत्रालय (परिवहन विभाग) का० आ० सं० 3144 तारीख 17 दिसम्बर 1960 द्वारा दी गई शक्तियों का प्रयोग करते हुए तथा इस विषयक पूर्व अधिसूचना का० आ० सं० 3303 तारीख 15 अक्टूबर 1966 में अंशतः संशोधन करते हुए नौवहन महानिदेशक एतद्वारा बम्बई पत्तन और महाराष्ट्र समुद्री तट सीमा संबंधी अनुसूची निम्न प्रकार संशोधित करते हैं :—

(अधिकारी और प्राधिकारी)

(विहित सीमाएं)

बम्बई पत्तन के ट्रस्टी

बम्बई पत्तन की सीमाओं के अन्तर्गत।

महाराष्ट्र राज्य के सिवाय बम्बई पत्तन के सभी समुद्री जिलों के समुद्री तटवर्ती विभागों के प्रभारी मैजिस्ट्रेट

उनकी अपनी अपनी समुद्री सीमाओं के अन्तर्गत

के स्थान पर

(अधिकारी और प्राधिकारी)

(विहित सीमाएं)

बम्बई पत्तन के ट्रस्टी

बम्बई पत्तन और इसकी सीमाओं के छोर से पश्चिमी और दूरी की जलसीमाओं के अन्तर्गत।

महाराष्ट्र राज्य के सभी समुद्री जिलों के समुद्री तटवर्ती विभागों के प्रभारी मैजिस्ट्रेट पढ़ा जाये

बम्बई पत्तन के ट्रस्टियों के सामने दिखाई गई सीमाओं को छोड़कर उनकी अपनी अपनी समुद्री सीमाओं के अन्तर्गत।

[फ० 56 केजुएस्टी एन० टी० (2)/83]

बी० के० राव, नौवहन महानिदेशक

MINISTRY OF SHIPPING & TRANSPORT

(Directorate General of Shipping)

Bombay, the 7th March, 1983

(Merchant Shipping)

S.O. 1864.—In exercise of powers conferred by Sub-Section 1 of Section 391 of the Merchant Shipping Act, 1958 (44 of 58) read with the order of the Government of India in the late Ministry of Transport & Communications (Department of Transport) S.O. No. 3144 dated 17th December, 1960 and in partial modification of the previous Notification in S.O. No. 3303 dated 15th October 1966, on the

subject, the Director General of Shipping hereby amends the schedule in respect of the port of Bombay and the Maharashtra coast as follows:—

(Officers & Authorities)	For (Limits prescribed)	(Officers & Authorities)	Read (Limits prescribed)
The Trustees of the Port of Bombay	Within the limits of the Port of Bombay	The Trustees of the Port of Bombay.	Within the limits of the Port of Bombay and in the territorial waters off the Port of Bombay westwards from the extremities of the limits of the Port of Bombay.
Magistrates in charge of divisions of sea coast in all maritime districts in the State of Maharashtra except the Port of Bombay	Within the limits of their respective jurisdiction	Magistrates in charge of divisions of sea coast in all maritime districts in the State of Maharashtra,	Within the limits of their respective jurisdiction, excluding the limits indicated against the Trustees of the Port of Bombay.

[No. 56-Casualty NT (2)/83]]

B.K. RAO, Director General of Shipping

(परिवहन पक्ष)

नई दिल्ली, 5 अप्रैल, 1983

का० प्र० 1865—गोदी कर्मकार (नियोजन का विनियमन) नियम 1962 के नियम 4 के उपनियम (1) के दूसरे परन्तुक के साथ पठित गोदी कर्मकार (नियोजन का विनियमन) अधिनियम 1948 (1948 का 9) की धारा 5 की उपधारा (3) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, श्री एल एन वरयानी, जिन्होंने त्यागपत्र दे दिया है, के स्थान पर श्री एम० टी० शर्मा को कांडला गोदी श्रमिक बोर्ड का सदस्य नियुक्त करती है और इस प्रयोजन के लिये भारत सरकार के नौवहन और परिवहन मंत्रालय (परिवहन पक्ष) की अधिसूचना सं० का० प्र० 2073 दिनांक 4 अगस्त 1980 में निम्नलिखित संशोधन करती है, अर्थात्:—

उक्त अधिसूचना में "गोदी कर्मकारों का प्रतिनिधित्व करने वाले सदस्य" शीर्षक के नीचे मध्य 2 के सामने की प्रविष्टि के स्थान पर "श्री एम० टी० शर्मा" प्रविष्टि रखी जाएगी।

[फा० सं० एम० टी० के०/6/80 एल III]

थोमस मैथ्यू, अवसर सचिव

TRANSPORT WING

New Delhi, the 5th April, 1983

S.O. 1865.—In exercise of the powers conferred by sub-section (3) of section 5A of the Dock Workers (Regulation of Employment) Act, 1948 (9 of 1948), read with the second proviso to sub-rule (1) of rule 4 of the Dock Workers (Regulation of Employment) Rules, 1962, the Central Government hereby appoints Shri M. T. Sharma as a member of the Kandla Dock Labour Board vice Shri L. N. Varyani,

resigned, and for that purpose amends the notification of the Government of India in the Ministry of Shipping and Transport (Transport Wing) No. S.O. 2073, dated the 4th August, 1980, as follows namely:—

In the said notification under the heading "Members representing the dock workers" for the entry against item No. 2 the entry "Shri M. T. Sharma" shall be substituted.

[F. No. LDK/6/80-L. III]

THOMAS MATHEW, Under Secy.

दिल्ली विकास प्राधिकरण

सार्वजनिक सूचना

नई दिल्ली, 16 अप्रैल, 1983

दिल्ली विकास अधिनियम, 1957 (1957 की सं० 61) की धारा 10 (1) जिसे दिल्ली विकास (मुख्य योजना एवं क्षेत्रीय विकास योजना) नियम 1959 के नियम 3 तथा 15 के साथ पढ़ा जाए, के अंतर्गत नोटिस

का० प्र० 1866—एतद्वारा सूचित किया जाता है:—

1. (ए) जोन सी 7 (पूर्वी मल्कागंज) की क्षेत्रीय विकास योजना प्रारूप तैयार कर दिया गया है तथा

(बी) उक्त प्रारूप की एक प्रति शनिवार को छोड़कर सभी कार्यशील दिनों को 11.00 बजे (पूर्वा०) से 3.00 बजे (अपरा०) के बीच मीटिंग रूम-3 में लिखी तिथि तक निम्नलिखित कार्यालयों में निरीक्षण के लिये उपलब्ध रहेगी।

(1) दिल्ली विकास प्राधिकरण का कार्यालय विकास मीनार, इम्प्रोव्ड हस्टेट, नई दिल्ली।

(2) नई दिल्ली नगर पालिका कार्यालय टाउन हॉल नई दिल्ली।

(3) दिल्ली नगर निगम का कार्यालय, टाउन हाल,
दिल्ली-6

(4) कार्यकारी अधिकारी, दिल्ली छावनी बोर्ड कार्यालय,
दिल्ली कैंट-10

2. क्षेत्रीय विकास योजना के संबंध में एतद्वारा
आपत्तियां एवं सुझाव आमंत्रित किए जाते हैं।

3. आपत्तियां/सुझाव सचिव, दिल्ली विकास प्राधिकरण,
इन्टरप्रस्थ इस्टेट, नई दिल्ली को लिखित रूप में दिनांक
15 मई, 1983 तक भेजे जा सकते हैं।

4. जो व्यक्ति आपत्ति या सुझाव दे, वह अपना नाम
व पूरा पता लिखें।

[सं० एफ 4(21)/70एम०पी०]

नाथू राम, सचिव

DELHI DEVELOPMENT AUTHORITY

PUBLIC NOTICE

New Delhi, the 16th April, 1983

Notice under Section 10(1) of the Delhi Development Act,
1957 (No. 61 of 1957) read with Rules 5 and 15 of the
Delhi Development (Master Plan and Zonal Development
Plan) Rules 1959

S.O. 1866.—Notice is hereby given that:

1. (a) a draft of the zonal development plan for zone C-7
(East Malka Ganj) has been prepared; and

(b) a copy thereof will be available for inspection at the
following offices between the hours of 11.00 A.M. and
3.00 P.M. on all working days except Saturdays till the
date mentioned in paragraph 3 hereinafter:

- (i) Office of the Delhi Development Authority, Delhi
Vikas Minar, I. P. Estate, New Delhi.
- (ii) Office of the N.D.M.C., Town Hall, New Delhi.
- (iii) Office of the Municipal Corporation of Delhi, Town
Hall, Delhi-6.
- (iv) Office of the Executive Officer, Delhi Cantt. Board,
Delhi Cantt.-10.

2. Objections/suggestions are hereby invited with respect
to this draft zonal development plan.

3. Objections/suggestions may be sent in writing to the
Secy., Delhi Development Authority, Delhi Vikas Minar,
I.P. Estate, New Delhi by the 15th May, 1983.

4. Any person making an objection or suggestion should
also give his name and address.

[No. F. 4(21)/70-MP]

NATHU RAM, Secy.

सूचना और प्रसारण मंत्रालय

नई दिल्ली, 28 मार्च, 1983

का. जा. 1867.—चलचित्र (सेंसर) नियम, 1958 के
नियम 10 के साथ पठित चलचित्र अधिनियम, 1982
(1952 का 37) की धारा 5 की उप-धारा (2) की द्वारा प्रदत्त

शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, केन्द्रीय
सूचना सेवा के अधिकारी और केन्द्रीय फिल्म सेंसर बोर्ड,
बम्बई में अपर प्रादेशिक अधिकारी के पद पर कार्यरत श्री
पी. एस. भटनागर को 18-3-1983 (अपराह्न) से अपने
कर्तव्यों के अतिरिक्त प्रादेशिक अधिकारी, केन्द्रीय फिल्म
सेंसर बोर्ड बम्बई के पद के कर्तव्यों को देखने के लिए अस्थायी
आधार पर नियुक्त करती है। यह नियुक्ति श्रीमती अपर्णा
मोहिले, भारतीय डाक सेवा, जो अपने मूल संवर्ग में प्रत्या-
वर्तित हो गई हैं, के स्थान पर पद के नियमित आधार पर भरे
जाने तक की गई है।

[फाइल संख्या 802/21/82-एफ. (सी.)]

MINISTRY OF INFORMATION AND BROADCASTING

New Delhi, the 28th March, 1983

S.O. 1867.—In exercise of the powers conferred by sub-
section (2) of Section 5 of the Cinematograph Act 1952
(37 of 1952) read with rule 10 of the Cinematograph (Cen-
sorship) Rules 1958, the Central Government is pleased to
appoint Shri P. S. Bhatnagar, an officer of the Central Infor-
mation Service working as Additional Regional Officer, Cen-
tral Board of Film Censors, Bombay, to look after the current
duties of the post of Regional Officer, Central Board of
Film Censors, Bombay, in addition to his own duties on a
temporary basis from 15-3-83 A.N. till the post is filled on
a regular basis, vice Smt. Aparna Mohile, Indian Postal
Service, reverted to her parent cadre.

[File No. 802/21/82-F(C)]

का. जा. 1868.—चलचित्र (सेंसर) नियम, 1958 के
नियम 7 के साथ पठित चलचित्र अधिनियम, 1952
की धारा 3 की उप-धारा (1) की द्वारा प्रदत्त शक्तियों का
प्रयोग करते हुए, केन्द्रीय सरकार, सूचना और प्रसारण मंत्रा-
लय के संयुक्त सचिव श्री एस. पी. उपासनी आई. ए. एस.
(महाराष्ट्र : 62) को 15-3-1983 (अपराह्न) से अस्थायी
व्यवस्था के रूप में, संयुक्त सचिव के रूप में अपने कर्तव्यों
के अतिरिक्त केन्द्रीय फिल्म सेंसर बोर्ड के अध्यक्ष के पद के
कर्तव्यों को देखने के लिए अध्यक्ष के पद के नियमित आधार
पर भर जाने तक नियुक्त करती है।

[फाइल संख्या 802/21/82-एफ. (सी.)]

आर. डी. जोशी, उप-सचिव

S.O. 1868.—In exercise of the powers conferred by sub-
section (1) of section 3 of the Cinematograph Act, 1952
read with rule 7 of the Cinematograph (Censorship) Rules,
1958, the Central Government hereby appoints Shri S. P.
Upasani, IAS (MH : 62), Joint Secretary, Ministry of Infor-
mation and Broadcasting, to look after the current duties of
the post of the Chairman, Central Board of Film Censors,
in addition to his duties as Joint Secretary, as a temporary
arrangement from 15-3-83 A.N. till the post of Chairman is
filled on a regular basis.

[File No. 802/21/82-F(C)]

R. D. JOSHI, Dy. Secy.

संचार मंत्रालय

(डाक तार बोर्ड)

नई दिल्ली, 4 अप्रैल, 1983

का. भा. 1869.—स्थायी आदेश संख्या 627, दिनांक 8 मार्च, 1960 द्वारा लागू किए गए भारतीय तार, नियम, 1951 के नियम 434 के खण्ड 3 के पैरा (क) के अनुसार डाक-तार महा-निदेशक ने तिरुपत्तूर टेलीफोन केंद्र में दिनांक 16-4-83 से प्रमाणित दर प्रणाली लागू करने का निश्चय किया है।

[संख्या 5-4/83-पी.एच.बी.]

MINISTRY OF COMMUNICATIONS

(P & T Board)

New Delhi, the 4th April, 1983

S.O. 1869.—In pursuance of para (a) of Section III of Rule 434 of Indian Telegraph Rules, 1951, as introduced by S.O. No. 627 dated 8th March, 1960, the Director General, Posts and Telegraphs, hereby specified 16-4-1983 as the date on which the Measured Rate System will be introduced in Tirupattur Telephone Exchange Tamil Nadu Circle.

[No. 5-4/83-PHB]

का. भा. 1870.—स्थायी आदेश संख्या 627, दिनांक 8 मार्च, 1960 द्वारा लागू किए गए भारतीय तार नियम, 1951 के नियम 434 के खण्ड 3 के पैरा (क) के अनुसार डाक-तार महा-निदेशक ने नदापूरम टेलीफोन केंद्र में दिनांक 16-4-83 से प्रमाणित दर प्रणाली लागू करने का निश्चय किया है।

[संख्या 5-9/83-पी.एच.बी.]

आर. सी. कटारिया, सहायक महानिदेशक

S.O. 1870.—In pursuance of para (a) of Section III of Rule 434 of Indian Telegraph Rules, 1951, as introduced by S.O. No. 627 dated 8th March, 1960, the Director General, Posts and Telegraphs, hereby specified 16-4-1983 as the date on which the Measured Rate System will be introduced in Nadapuram Telephone Exchange Kerala Circle.

[No. 5-9/83-PHB]

R. C. KATARIA, Asstt. Director Genl.

श्रम और पुनर्वासि मंत्रालय

(श्रम विभाग)

आदेश

नई दिल्ली, 22 जनवरी, 1983

का० आ० 1871:—औद्योगिक विवाद अधिनियम, 1947 की धारा 33-ग की उपधारा (2) के अधीन फाइल किए गए आवेदन, जो इससे उपाखण्ड अनुसूची 1 और अनुसूची 2 में उल्लिखित है, भूतपूर्व श्रम, नियोजन और पुनर्वासि मंत्रालय के श्रम और नियोजन विभाग की अधिसूचना सं० का०आ० 4650 तारीख 19 सितम्बर, 1967 में विनिर्दिष्ट श्रम न्यायालय, क्विलोन के समक्ष लम्बित है;

और भारत के राजपत्र, भाग 2, खण्ड 3, उपखण्ड (ii) तारीख 1-5-82 में प्रकाशित भूतपूर्व श्रम मंत्रालय की अधिसूचना सं० का०आ० 1633 तारीख 16-4-82 द्वारा एर्नाकुलम और कोजीकोड स्थित श्रम न्यायालयों को ऐसे श्रम न्यायालयों के रूप में विनिर्दिष्ट किया गया है जो अधिनियम की उपधारा 33-ग के अधीन आवेदनों के संबंध में कार्यवाही करेंगे। अनुसूची 1 में उल्लिखित आवेदनों के मामले उक्त श्रम न्यायालय, एर्नाकुलम से संबंधित हैं और अनुसूची 2 में उल्लिखित आवेदनों के मामले उक्त श्रम न्यायालय, कोजीकोड से संबंधित हैं;

अतः, अब, केन्द्रीय सरकार, औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 33-ख की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त आवेदनों से संबंधित कार्यवाहियों को उक्त श्रम न्यायालय, क्विलोन से वापस लेती है और उन्हें उक्त श्रम न्यायालय एर्नाकुलम तथा उक्त श्रम न्यायालय, कोजीकोड को अन्तरित करती है। उक्त न्यायालय उन पर उसी प्रक्रम से कार्यवाही प्रारम्भ करेंगे जिससे वे उन्हें अन्तरित की गई हैं और विधि के अनुसार उनका निपटान करेंगे।

अनुसूची 1

उन मामलों की सूची, जो केन्द्रीय सरकार श्रम न्यायालय, क्विलोन के पास लम्बित है और केन्द्रीय सरकार श्रम न्यायालय, एर्नाकुलम को अन्तरित किए जाने हैं :

क्रम मामला सं०

1. सी०पी० 25/77(सी)
2. सी०पी० 26/77(सी)
3. सी०पी० 7/78(सी)
4. सी०पी० 21/78(सी)
5. सी०पी० 43/23(सी)
6. सी०पी० 50/78(सी)
7. सी०पी० 52/78(सी)
8. सी०पी० 35/23(सी)
9. सी०पी० 56/78(सी)
10. सी०पी० 72/78(सी)
11. सी०पी० 86/78(सी)
12. सी०पी० 100/78(सी)
13. सी०पी० 102/78(सी)
14. सी०पी० 103/78(सी)
15. सी०पी० 104/78(सी)
16. सी०पी० 105/78(सी)
17. सी०पी० 106/78(सी)
18. सी०पी० 107/78(सी)

1	2	1	2
19. सी०पी० 108/78 (सी)		60. सी०पी० 43/80 (सी)	
20. सी०पी० 109/73 (सी)		61. सी०पी० 44/80 (सी)	
21. सी०पी० 112/78 (सी)		62. सी०पी० 45/80 (सी)	
22. सी०पी० 113/78 (सी)		63. सी०पी० 46/80 (सी)	
23. सी०पी० 115/78 (सी)		64. सी०पी० 47/80 (सी)	
24. सी०पी० 117/72 (सी)		65. सी०पी० 48/80 (सी)	
25. सी०पी० 122/78 (सी)		66. सी०पी० 49/80 (सी)	
26. सी०पी० 9/78 (सी)		67. सी०पी० 50/80 (सी)	
27. सी०पी० 11/79 (सी)		68. सी०पी० 51/80 (सी)	
28. सी०पी० 12/79 (सी)		69. सी०पी० 52/80 (सी)	
30. सी०पी० 13/79 (सी)		70. सी०पी० 53/80 (सी)	
30. सी०पी० 16/79 (सी)		71. सी०पी० 54/80 (सी)	
31. सी०पी० 45/79 (सी)		72. सी०पी० 55/80 (सी)	
32. सी०पी० 50/79 (सी)		73. सी०पी० 56/80 (सी)	
33. सी०पी० 51/79 (सी)		74. सी०पी० 57/80 (सी)	
34. सी०पी० 53/79 (सी)		75. सी०पी० 58/80 (सी)	
35. सी०पी० 54/79 (सी)		76. सी०पी० 59/80 (सी)	
36. सी०पी० 55/79 (सी)		77. सी०पी० 60/80 (सी)	
37. सी०पी० 56/79 (सी)		78. सी०पी० 61/80 (सी)	
38. सी०पी० 57/79 (सी)		79. सी०पी० 62/80 (सी)	
39. सी०पी० 58/79 (सी)		80. सी०पी० 63/80 (सी)	
40. सी०पी० 71/79 (सी)		81. सी०पी० 64/80 (सी)	
41. सी०पी० 73/79 (सी)		82. सी०पी० 65/80 (सी)	
42. सी०पी० 74/79 (सी)		83. सी०पी० 66/80 (सी)	
43. सी०पी० 99/79 (सी)		84. सी०पी० 67/80 (सी)	
44. सी०पी० 110/79 (सी)		85. सी०पी० 68/80 (सी)	
45. सी०पी० 124/79 (सी)		86. सी०पी० 69/80 (सी)	
46. सी०पी० 125/79 (सी)		87. सी०पी० 70/80 (सी)	
47. सी०पी० 126/79 (सी)		88. सी०पी० 71/80 (सी)	
48. सी०पी० 127/79 (सी)		89. सी०पी० 72/80 (सी)	
49. सी०पी० 132/79 (सी)		90. सी०पी० 73/80 (सी)	
50. सी०पी० 3/80 (सी)		91. सी०पी० 74/80 (सी)	
51. सी०पी० 4/80 (सी)		92. सी०पी० 75/80 (सी)	
52. सी०पी० 5/80 (सी)		93. सी०पी० 76/80 (सी)	
53. सी०पी० 6/80 (सी)		94. सी०पी० 77/80 (सी)	
54. सी०पी० 7/80 (सी)		95. सी०पी० 78/80 (सी)	
55. सी०पी० 8/80 (सी)		96. सी०पी० 79/80 (सी)	
56. सी०पी० 9/80 (सी)		97. सी०पी० 80/80 (सी)	
57. सी०पी० 13/80 (सी)		98. सी०पी० 81/80 (सी)	
58. सी०पी० 14/80 (सी)		99. सी०पी० 82/80 (सी)	
59. सी०पी० 41/80 (सी)		100. सी०पी० 83/80 (सी)	

1	2	1	2
101. सी०पी० 84/80 (सी)		142. सी०पी० 7/81 (सी)	
102. सी०पी० 85/80 (सी)		143. सी०पी० 8/81 (सी)	
103. सी०पी० 86/80 (सी)		144. सी०पी० 9/81 (सी)	
104. सी०पी० 87/80 (सी)		145. सी०पी० 10/81 (सी)	
105. सी०पी० 88/80 (सी)		146. सी०पी० 11/81 (सी)	
106. सी०पी० 89/80 (सी)		147. सी०पी० 12/81 (सी)	
107. सी०पी० 90/80 (सी)		148. सी०पी० 13/81 (सी)	
108. सी०पी० 91/80 (सी)		149. सी०पी० 14/81 (सी)	
109. सी०पी० 92/80 (सी)		150. सी०पी० 15/81 (सी)	
110. सी०पी० 93/80 (सी)		151. सी०पी० 16/81 (सी)	
111. सी०पी० 94/80 (सी)		152. सी०पी० 18/81 (सी)	
112. सी०पी० 95/80 (सी)		153. सी०पी० 19/81 (सी)	
113. सी०पी० 96/80 (सी)		154. सी०पी० 20/81 (सी)	
114. सी०पी० 97/80 (सी)		155. सी०पी० 21/81 (सी)	
115. सी०पी० 98/80 (सी)		156. सी०पी० 22/81 (सी)	
116. सी०पी० 99/80 (सी)		157. सी०पी० 23/81 (सी)	
117. सी०पी० 100/80 (सी)		158. सी०पी० 24/81 (सी)	
118. सी०पी० 101/80 (सी)		159. सी०पी० 25/81 (सी)	
119. सी०पी० 102/80 (सी)		160. सी०पी० 26/81 (सी)	
120. सी०पी० 103/80 (सी)		161. सी०पी० 27/81 (सी)	
121. सी०पी० 104/80 (सी)		162. सी०पी० 28/81 (सी)	
122. सी०पी० 105/80 (सी)		163. सी०पी० 29/81 (सी)	
123. सी०पी० 106/80 (सी)		164. सी०पी० 30/81 (सी)	
124. सी०पी० 107/80 (सी)		165. सी०पी० 31/81 (सी)	
125. सी०पी० 108/80 (सी)		166. सी०पी० 32/81 (सी)	
126. सी०पी० 109/80 (सी)		167. सी०पी० 33/81 (सी)	
127. सी०पी० 110/80 (सी)		168. सी०पी० 37/81 (सी)	
128. सी०पी० 111/80 (सी)		169. सी०पी० 39/81 (सी)	
129. सी०पी० 112/80 (सी)		170. सी०पी० 42/81 (सी)	
130. सी०पी० 113/80 (सी)		171. सी०पी० 47/81 (सी)	
131. सी०पी० 114/80 (सी)		172. सी०पी० 50/81 (सी)	
132. सी०पी० 135/80 (सी)		173. सी०पी० 51/81 (सी)	
133. सी०पी० 139/80 (सी)		174. सी०पी० 56/81 (सी)	
134. सी०पी० 140/80 (सी)		175. सी०पी० 57/81 (सी)	
135. सी०पी० 141/80 (सी)		176. सी०पी० 58/81 (सी)	
136. सी०पी० 145/80 (सी)		177. सी०पी० 59/81 (सी)	
137. सी०पी० 2/81 (सी)		178. सी०पी० 60/81 (सी)	
138. सी०पी० 3/81 (सी)		179. सी०पी० 66/81 (सी)	
139. सी०पी० 4/81 (सी)		180. सी०पी० 69/81 (सी)	
140. सी०पी० 5/81 (सी)		181. सी०पी० 41/82 (सी)	
141. सी०पी० 6/81 (सी)			

1	2
182. सी०पी० 43/82 (सी)	
183. सी०पी० 47/82 (सी)	
184. सी०पी० 48/82 (सी)	
185. सी०पी० 55/82 (सी)	
186. सी०पी० 58/82 (सी)	

अनुसूची 2

उन केन्द्रीय मामलों की सूची, जो श्रम न्यायालय, कालीकट को अन्तर्गत किए जाने हैं।

क्रम सं०	मामला सं०
1	2
1. सी०पी० 21/76 (सी)	
2. सी०पी० 36/77 (सी)	
3. सी०पी० 5/78 (सी)	
4. सी०पी० 27/78 (सी)	
5. सी०पी० 28/78 (सी)	
6. सी०पी० 29/78 (सी)	
7. सी०पी० 30/78 (सी)	
8. सी०पी० 32/78 (सी)	
9. सी०पी० 45/78 (सी)	
10. सी०पी० 46/78 (सी)	
11. सी०पी० 47/78 (सी)	
12. सी०पी० 48/78 (सी)	
13. सी०पी० 57/78 (सी)	
14. सी०पी० 58/78 (सी)	
15. सी०पी० 66/78 (सी)	
16. सी०पी० 69/78 (सी)	
17. सी०पी० 70/78 (सी)	
18. सी०पी० 74/78 (सी)	
19. सी०पी० 75/78 (सी)	
20. सी०पी० 78/78 (सी)	
21. सी०पी० 79/78 (सी)	
22. सी०पी० 80/78 (सी)	
23. सी०पी० 81/78 (सी)	
24. सी०पी० 83/78 (सी)	
25. सी०पी० 88/78 (सी)	
26. सी०पी० 90/78 (सी)	
27. सी०पी० 92/78 (सी)	
28. सी०पी० 93/78 (सी)	
29. सी०पी० 96/78 (सी)	

1	2
30. सी०पी० 101/78 (सी)	
31. सी०पी० 110/78 (सी)	
32. सी०पी० 114/78 (सी)	
33. सी०पी० 123/78 (सी)	
34. सी०पी० 124/78 (सी)	
35. सी०पी० 125/78 (सी)	
36. सी०पी० 126/78 (सी)	
37. सी०पी० 127/78 (सी)	
38. सी०पी० 128/78 (सी)	
39. सी०पी० 129/78 (सी)	
40. सी०पी० 130/78 (सी)	
41. सी०पी० 131/78 (सी)	
42. सी०पी० 132/78 (सी)	
43. सी०पी० 133/78 (सी)	
44. सी०पी० 15/79 (सी)	
45. सी०पी० 17/79 (सी)	
46. सी०पी० 18/79 (सी)	
47. सी०पी० 19/79 (सी)	
48. सी०पी० 21/79 (सी)	
49. सी०पी० 22/79 (सी)	
50. सी०पी० 23/79 (सी)	
51. सी०पी० 24/79 (सी)	
52. सी०पी० 25/79 (सी)	
53. सी०पी० 26/79 (सी)	
54. सी०पी० 32/79 (सी)	
55. सी०पी० 33/79 (सी)	
56. सी०पी० 34/79 (सी)	
57. सी०पी० 35/79 (सी)	
58. सी०पी० 36/79 (सी)	
59. सी०पी० 37/79 (सी)	
60. सी०पी० 38/79 (सी)	
61. सी०पी० 39/79 (सी)	
62. सी०पी० 40/79 (सी)	
63. सी०पी० 42/79 (सी)	
64. सी०पी० 46/79 (सी)	
65. सी०पी० 47/79 (सी)	
66. सी०पी० 49/79 (सी)	
67. सी०पी० 61/79 (सी)	
68. सी०पी० 67/79 (सी)	
69. सी०पी० 68/79 (सी)	
70. सी०पी० 72/79 (सी)	

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71. सी०पी० 75/79 (सी)	112. सी०पी० 18/80 (सी)
72. सी०पी० 76/79 (सी)	113. सी०पी० 19/80 (सी)
73. सी०पी० 77/79 (सी)	114. सी०पी० 20/80 (सी)
74. सी०पी० 78/79 (सी)	115. सी०पी० 21/80 (सी)
75. सी०पी० 79/79 (सी)	116. सी०पी० 22/80 (सी)
76. सी०पी० 80/79 (सी)	117. सी०पी० 23/80 (सी)
77. सी०पी० 81/79 (सी)	118. सी०पी० 24/80 (सी)
78. सी०पी० 82/79 (सी)	119. सी०पी० 26/80 (सी)
79. सी०पी० 83/79 (सी)	120. सी०पी० 27/80 (सी)
80. सी०पी० 84/79 (सी)	121. सी०पी० 28/80 (सी)
81. सी०पी० 85/79 (सी)	122. सी०पी० 29/80 (सी)
82. सी०पी० 86/79 (सी)	123. सी०पी० 30/80 (सी)
83. सी०पी० 87/79 (सी)	124. सी०पी० 31/80 (सी)
84. सी०पी० 88/79 (सी)	125. सी०पी० 33/80 (सी)
85. सी०पी० 89/79 (सी)	126. सी०पी० 34/80 (सी)
86. सी०पी० 90/79 (सी)	127. सी०पी० 35/80 (सी)
87. सी०पी० 91/79 (सी)	128. सी०पी० 36/80 (सी)
88. सी०पी० 92/79 (सी)	129. सी०पी० 37/80 (सी)
89. सी०पी० 93/79 (सी)	130. सी०पी० 38/80 (सी)
90. सी०पी० 94/79 (सी)	131. सी०पी० 39/80 (सी)
91. सी०पी० 12/72 (सी)	132. सी०पी० 42/80 (सी)
92. सी०पी० 89/72 (सी)	133. सी०पी० 115/80 (सी)
93. सी०पी० 104/79 (सी)	134. सी०पी० 116/80 (सी)
94. सी०पी० 106/79 (सी)	135. सी०पी० 117/80 (सी)
95. सी०पी० 107/79 (सी)	136. सी०पी० 118/80 (सी)
96. सी०पी० 114/79 (सी)	137. सी०पी० 119/80 (सी)
97. सी०पी० 128/79 (सी)	138. सी०पी० 120/80 (सी)
98. सी०पी० 129/79 (सी)	139. सी०पी० 121/80 (सी)
99. सी०पी० 130/79 (सी)	140. सी०पी० 122/80 (सी)
100. सी०पी० 133/79 (सी)	141. सी०पी० 123/80 (सी)
101. सी०पी० 134/79 (सी)	142. सी०पी० 124/80 (सी)
102. सी०पी० 135/79 (सी)	143. सी०पी० 125/80 (सी)
103. सी०पी० 136/79 (सी)	144. सी०पी० 126/80 (सी)
104. सी०पी० 137/79 (सी)	145. सी०पी० 127/80 (सी)
105. सी०पी० 1/80 (सी)	146. सी०पी० 128/80 (सी)
106. सी०पी० 10/80 (सी)	147. सी०पी० 129/80 (सी)
107. सी०पी० 11/80 (सी)	148. सी०पी० 131/80 (सी)
108. सी०पी० 12/80 (सी)	149. सी०पी० 136/80 (सी)
109. सी०पी० 15/80 (सी)	150. सी०पी० 137/80 (सी)
110. सी०पी० 16/80 (सी)	151. सी०पी० 138/80 (सी)
111. सी०पी० 17/80 (सी)	152. सी०पी० 146/80 (सी)

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153. सी०पी० 147/80 (सी)	
154. सी०पी० 37/81 (सी)	
155. सी०पी० 38/81 (सी)	
156. सी०पी० 43/81 (सी)	
157. सी०पी० 44/81 (सी)	
158. सी०पी० 45/81 (सी)	
159. सी०पी० 46/81 (सी)	
160. सी०पी० 55/81 (सी)	
161. सी०पी० 74/81 (सी)	
162. सी०पी० 75/81 (सी)	
163. सी०पी० 1/82 (सी)	
164. सी०पी० 2/82 (सी)	
165. सी०पी० 3/82 (सी)	
166. सी०पी० 4/82 (सी)	
167. सी०पी० 5/82 (सी)	
168. सी०पी० 6/82 (सी)	
169. सी०पी० 7/82 (सी)	
170. सी०पी० 8/82 (सी)	
171. सी०पी० 9/82 (सी)	
172. सी०पी० 10/82 (सी)	
173. सी०पी० 11/82 (सी)	
174. सी०पी० 12/82 (सी)	
175. सी०पी० 13/82 (सी)	
176. सी०पी० 14/82 (सी)	
177. सी०पी० 15/82 (सी)	
178. सी०पी० 16/82 (सी)	
179. सी०पी० 17/82 (सी)	
180. सी०पी० 18/82 (सी)	
181. सी०पी० 19/82 (सी)	
182. सी०पी० 20/82 (सी)	
183. सी०पी० 21/82 (सी)	
184. सी०पी० 22/82 (सी)	
185. सी०पी० 23/82 (सी)	
186. सी०पी० 24/82 (सी)	
187. सी०पी० 25/82 (सी)	
188. सी०पी० 26/82 (सी)	
189. सी०पी० 27/82 (सी)	
190. सी०पी० 28/82 (सी)	
191. सी०पी० 29/82 (सी)	
192. सी०पी० 30/82 (सी)	
193. सी०पी० 31/82 (सी)	

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194. सी०पी० 32/82 (सी)	
195. सी०पी० 33/82 (सी)	
196. सी०पी० 56/82 (सी)	

[फा० सं० एस-11020/6/80-डी आई ए]

एल० के० नारायणन, अवसर सचिव

MINISTRY OF LABOUR & REHABILITATION
(Department of Labour)

ORDER

New Delhi, the 22nd January, 1983

S.O. 1871 :— Whereas applications filed under sub-section (2) of section 33-C of the Industrial Disputes Act, 1947 mentioned in Schedule I and Schedule II, hereto annexed, are pending before the Labour Court, Quilon, specified in the Notification of the then Ministry of Labour, Employment and Rehabilitation, Department of Labour and Employment No. S.O. 4650 dated the 19th December, 1967;

And whereas by the then Ministry of Labour Notification No. S.O. 1633 dated 16-4-82, published in the Gazette of India, Part II, Section 3, Sub-section (ii) dated 1-5-82, the Labour Courts at Ernakulam and Kozhikode have also been specified as Labour Courts for dealing with applications under Sub-section 33-C of the Act and the applications mentioned in Schedule I relate to cases that pertain to the said Labour Court, Ernakulam and the applications mentioned in Schedule II relate to the cases that pertain to the said Labour Court, Kozhikode;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 33B of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby withdraws the proceedings in relation to the said applications from the said Labour Court, Quilon and transfer the same to the said Labour Court, Ernakulam and the said Labour Court, Kozhikode and the said Courts shall proceed with the proceedings from the stage at which they are transferred to them and dispose the same in accordance with the law.

SCHEDULE I

List of Cases pending with the Central Government Labour Court, Quilon to be transferred to the Central Government Labour Court, Ernakulam.

Sl. No.	Case No.
1.	C.P. 25/77 (C)
2.	C.P. 26/77 (C)
3.	C.P. 7/78(C)

Sl. No. Case No.

4. C.P. 21/78 (C)
5. C.P. 43/78 (C)
6. C.P. 50/78 (C)
7. C.P. 52/78 (C)
8. C.P. 55/78 (C)
9. C.P. 56/78 (C)
10. C.P. 72/78 (C)
11. C.P. 86/78 (C)
12. C.P. 100/78 (C)
13. C.P. 102/78 (C)
14. C.P. 103/78 (C)
15. C.P. 104/78 (C)
16. C.P. 105/78 (C)
17. C.P. 106/78 (C)
18. C.P. 107/78 (C)
19. C.P. 108/78 (C)
20. C.P. 109/78 (C)
21. C.P. 112/78 (C)
22. C.P. 113/78 (C)
23. C.P. 115/78 (C)
24. C.P. 117/78 (C)
25. C.P. 122/78 (C)
26. C.P. 9/79 (C)
27. C.P. 11/79 (C)
28. C.P. 12/79 (C)
29. C.P. 13/79 (C)
30. C.P. 16/79 (C)
31. C.P. 45/79 (C)
32. C.P. 50/79 (C)
33. C.P. 51/79 (C)
34. C.P. 53/79 (C)
35. C.P. 54/79 (C)
36. C.P. 55/79 (C)
37. C.P. 56/79 (C)
38. C.P. 57/79 (C)
39. C.P. 58/79 (C)
40. C.P. 71/79 (C)
41. C.P. 73/79 (C)
42. C.P. 74/79 (C)
43. C.P. 99/79 (C)
44. C.P. 110/79 (C)
45. C.P. 124/79 (C)
46. C.P. 125/79 (C)
47. C.P. 126/79 (C)
48. C.P. 127/79 (C)
49. C.P. 132/79 (C)

Sl. No. Case No.

50. C.P. 3/80 (C)
51. C.P. 4/80 (C)
52. C.P. 5/80 (C)
53. C.P. 6/80 (C)
54. C.P. 7/80 (C)
55. C.P. 8/80 (C)
56. C.P. 9/80 (C)
57. C.P. 13/80 (C)
58. C.P. 14/80 (C)
59. C.P. 41/80 (C)
60. C.P. 43/80 (C)
61. C.P. 44/80 (C)
62. C.P. 45/80 (C)
63. C.P. 46/80 (C)
64. C.P. 57/80 (C)
65. C.P. 48/80 (C)
66. C.P. 49/80 (C)
67. C.P. 50/80 (C)
68. C.P. 51/80 (C)
69. C.P. 52/80 (C)
70. C.P. 53/80 (C)
71. C.P. 54/80 (C)
72. C.P. 55/80 (C)
73. C.P. 56/80 (C)
74. C.P. 57/80 (C)
75. C.P. 58/80 (C)
76. C.P. 59/80 (C)
77. C.P. 60/80 (C)
78. C.P. 61/80 (C)
79. C.P. 62/80 (C)
80. C.P. 63/80 (C)
81. C.P. 64/80 (C)
82. C.P. 65/80 (C)
83. C.P. 66/80 (C)
84. C.P. 67/80 (C)
85. C.P. 68/80 (C)
86. C.P. 69/80 (C)
87. C.P. 70/80 (C)
88. C.P. 71/80 (C)
89. C.P. 72/80 (C)
90. C.P. 73/80 (C)
91. C.P. 74/80 (C)
92. C.P. 75/80 (C)
93. C.P. 76/80 (C)
94. C.P. 77/80 (C)
95. C.P. 78/80 (C)

Sl. No.	Case No.	Sl. No.	Case No.
96.	C.P. 79/80 (C)	142.	C.P. 7/81 (C)
97.	C.P. 80/80 (C)	143.	C.P. 8/81 (C)
98.	C.P. 81/80 (C)	144.	C.P. 9/81 (C)
99.	C.P. 82/80(C)	145.	C.P. 10/81 (C)
100.	C.P. 83/80 (C)	146.	C.P. 11/81 (C)
101.	C.P. 84/80 (C)	147.	C.P. 12/81 (C)
102.	C.P. 85/80 (C)	148.	C.P. 13/81 (C)
103.	C.P. 86/80 (C)	149.	C.P. 14/81 (C)
104.	C.P. 87/80 (C)	150.	C.P. 15/81 (C)
105.	C.P. 88/80 (C)	151.	C.P. 16/81 (C)
106.	C.P. 89/80 (C)	152.	C.P. 18/81 (C)
107.	C.P. 90/80 (C)	153.	C.P. 19/81 (C)
108.	C.P. 91/80 (C)	154.	C.P. 20/81 (C)
109.	C.P. 92/80 (C)	155.	C.P. 21/81 (C)
110.	C.P. 93/80 (C)	156.	C.P. 22/81 (C)
111.	C.P. 94/80 (C)	157.	C.P. 23/81 (C)
112.	C.P. 95/80 (C)	158.	C.P. 24/81 (C)
113.	C.P. 96/80 (C)	159.	C.P. 25/81 (C)
114.	C.P. 97/80 (C)	160.	C.P. 26/81 (C)
115.	C.P. 98/80 (C)	161.	C.P. 27/81 (C)
116.	C.P. 99/80 (C)	162.	C.P. 28/81 (C)
117.	C.P. 100/80 (C)	163.	C.P. 29/81 (C)
118.	C.P. 101/80 (C)	164.	C.P. 30/81 (C)
119.	C.P. 102/80 (C)	165.	C.P. 31/81 (C)
120.	C.P. 103/80 (C)	166.	C.P. 32/81 (C)
121.	C.P. 104/80 (C)	167.	C.P. 33/81 (C)
122.	C.P. 105/80 (C)	168.	C.P. 37/81 (C)
123.	C.P. 106/80 (C)	169.	C.P. 39/81 (C)
124.	C.P. 107/80 (C)	170.	C.P. 42/81 (C)
125.	C.P. 108/80 (C)	171.	C.P. 47/81 (C)
126.	C.P. 109/80 (C)	172.	C.P. 50/81 (C)
127.	C.P. 110/80 (C)	173.	C.P. 51/81 (C)
128.	C.P. 111/80 (C)	174.	C.P. 56/81 (C)
129.	C.P. 112/80 (C)	175.	C.P. 57/81 (C)
130.	C.P. 113/80 (C)	176.	C.P. 58/81 (C)
131.	C.P. 114/80 (C)	177.	C.P. 59/81 (C) ¹
132.	C.P. 135/80 (C)	178.	C.P. 60/81 (C)
133.	C.P. 139/80 (C)	179.	C.P. 66/81 (C)
134.	C.P. 140/80 (C)	170.	C.P. 69/81 (C)
135.	C.P. 141/80 (C)	181.	C.P. 41/82 (C)
136.	C.P. 145/80 (C)	182.	C.P. 43/82 (C)
137.	C.P. 2/81(C)	183.	C.P. 47/82 (C)
138.	C.P. 3/81 (C)	184.	C.P. 48/82 (C)
139.	C.P. 4/81 (C)	185.	C.P. 55/82 (C)
140.	C.P. 5/81 (C)	186.	C.P. 58/82 (C)
141.	C.P. 6/81 (C)		

SCHEDULE II

List of Central Cases to be Transferred to the
Labour Court, Calicut

Sl. No.	Case No.
1.	C.P. 21/76 (C)
2.	C.P. 36/77 (C)
3.	C.P. 5/78 (C)
4.	C.P. 27/78 (C)
5.	C.P. 28/78 (C)
6.	C.P. 29/78 (C)
7.	C.P. 30/78 (C)
8.	C.P. 32/78 (C)
9.	C.P. 45/78 (C)
10.	C.P. 46/78 (C)
11.	C.P. 47/78 (C)
12.	C.P. 48/78 (C)
13.	C.P. 57/78 (C)
14.	C.P. 58/78 (C)
15.	C.P. 66/78 (C)
16.	C.P. 69/78 (C)
17.	C.P. 70/78 (C)
18.	C.P. 74/78 (C)
19.	C.P. 75/78 (C)
20.	C.P. 78/78 (C)
21.	C.P. 79/78 (C)
22.	C.P. 80/78 (C)
23.	C.P. 81/78 (C)
24.	C.P. 83/78 (C)
25.	C.P. 88/78 (C)
26.	C.P. 90/78 (C)
27.	C.P. 92/78 (C)
28.	C.P. 93/78 (C)
29.	C.P. 96/78 (C)
30.	C.P. 100/78 (C)
31.	C.P. 110/78 (C)
32.	C.P. 114/78 (C)
33.	C.P. 123/78 (C)
34.	C.P. 124/78 (C)
35.	C.P. 125/78 (C)
36.	C.P. 126/78 (C)
37.	C.P. 127/78 (C)
38.	C.P. 128/78 (C)
39.	C.P. 129/78 (C)
40.	C.P. 130/78 (C)
41.	C.P. 131/78 (C)

Sl.
No.

Case No.

42.	C.P. 132/78 (C)
43.	C.P. 133/78 (C)
44.	C.P. 15/79 (C)
45.	C.P. 17/79 (C)
46.	C.P. 18/79 (C)
47.	C.P. 19/79 (C)
48.	C.P. 21/79 (C)
49.	C.P. 22/79 (C)
50.	C.P. 23/79 (C)
51.	C.P. 24/79 (C)
52.	C.P. 25/79 (C)
53.	C.P. 26/79 (C)
54.	C.P. 32/79 (C)
55.	C.P. 33/79 (C)
56.	C.P. 34/79 (C)
57.	C.P. 35/79 (C)
58.	C.P. 36/79 (C)
59.	C.P. 37/79 (C)
60.	C.P. 38/79 (C)
61.	C.P. 39/79 (C)
62.	C.P. 40/79 (C)
63.	C.P. 42/79 (C)
64.	C.P. 46/79 (C)
65.	C.P. 47/79 (C)
66.	C.P. 49/79 (C)
67.	C.P. 61/79 (C)
68.	C.P. 67/79 (C)
69.	C.P. 68/79 (C)
70.	C.P. 72/79 (C)
71.	C.P. 75/79 (C)
72.	C.P. 76/79 (C)
73.	C.P. 77/79 (C)
74.	C.P. 78/79 (C)
75.	C.P. 79/79 (C)
76.	C.P. 80/79 (C)
77.	C.P. 81/79 (C)
78.	C.P. 82/79 (C)
79.	C.P. 83/79 (C)
80.	C.P. 84/79 (C)
81.	C.P. 85/79 (C)
82.	C.P. 86/79 (C)
83.	C.P. 87/79 (C)
84.	C.P. 88/79 (C)
85.	C.P. 89/79 (C)
86.	C.P. 90/79 (C)

Sl. No.	Case No.	Sl. No.	Case No.
87.	C.P. 91/79 (C)	132.	C.P. 42/80 (C)
88.	C.P. 92/79 (C)	133.	C.P. 115/80 (C)
89.	C.P. 93/79 (C)	134.	C.P. 116/80 (C)
90.	C.P. 94/79 (C)	135.	C.P. 117/80 (C)
91.	C.P. 12/72 (filed)	136.	C.P. 118/80 (C)
92.	C.P. 89/72 (filed)	137.	C.P. 119/80 (C)
93.	C.P. 104/79 (C)	138.	C.P. 120/80 (C)
94.	C.P. 106/79 (C)	139.	C.P. 121/80 (C)
95.	C.P. 107/79 (C)	140.	C.P. 122/80 (C)
96.	C.P. 114/79 (C)	141.	C.P. 123/80 (C)
97.	C.P. 128/79 (C)	142.	C.P. 124/80 (C)
98.	C.P. 129/79 (C)	143.	C.P. 125/80 (C)
99.	C.P. 130/79 (C)	144.	C.P. 126/80 (C)
100.	C.P. 133/79 (C)	145.	C.P. 127/80 (C)
101.	C.P. 134/79 (C)	146.	C.P. 128/80 (C)
102.	C.P. 135/79 (C)	147.	C.P. 129/80 (C)
103.	C.P. 136/79 (C)	148.	C.P. 131/80 (C)
104.	C.P. 137/79 (C)	149.	C.P. 136/80 (C)
105.	C.P. 1/80 (C)	150.	C.P. 137/80 (C)
106.	C.P. 10/80 (C)	151.	C.P. 138/80 (C)
107.	C.P. 11/80 (C)	152.	C.P. 146/80 (C)
108.	C.P. 12/80 (C)	153.	C.P. 147/80 (C)
109.	C.P. 15/80 (C)	154.	C.P. 37/81 (C)
110.	C.P. 16/80 (C)	155.	C.P. 38/81 (C)
111.	C.P. 17/80 (C)	156.	C.P. 43/81 (C)
112.	C.P. 18/80 (C)	157.	C.P. 44/81 (C)
113.	C.P. 19/80 (C)	158.	C.P. 45/81 (C)
114.	C.P. 20/80 (C)	159.	C.P. 46/81 (C)
115.	C.P. 21/80 (C)	160.	C.P. 55/81 (C)
116.	C.P. 22/80 (C)	161.	C.P. 74/81 (C)
117.	C.P. 23/80 (C)	162.	C.P. 75/81 (C)
118.	C.P. 24/80 (C)	163.	C.P. 1/82 (C)
119.	C.P. 26/80 (C)	164.	C.P. 2/82 (C)
120.	C.P. 27/80 (C)	165.	C.P. 3/82 (C)
121.	C.P. 28/80 (C)	166.	C.P. 4/82 (C)
122.	C.P. 29/80 (C)	167.	C.P. 5/82 (C)
123.	C.P. 30/80 (C)	168.	C.P. 6/82 (C)
124.	C.P. 31/80 (C)	169.	C.P. 7/82 (C)
125.	C.P. 33/80 (C)	170.	C.P. 8/82 (C)
126.	C.P. 34/80 (C)	171.	C.P. 9/82 (C)
127.	C.P. 35/80 (C)	172.	C.P. 10/82 (C)
128.	C.P. 36/80 (C)	173.	C.P. 11/82 (C)
129.	C.P. 37/80 (C)	174.	C.P. 12/82 (C)
130.	C.P. 38/80 (C)	175.	C.P. 13/82 (C)
131.	C.P. 39/80 (C)	176.	C.P. 14/82 (C)

Sl. No. Case No.

177. C.P. 15/82 (C)
 178. C.P. 16/82 (C)
 179. C.P. 17/82 (C)
 180. C.P. 18/82 (C)
 181. C.P. 19/82 (C)
 182. C.P. 20/82 (C)
 183. C.P. 21/82 (C)
 184. C.P. 22/82 (C)
 185. C.P. 23/82 (C)
 186. C.P. 24/82 (C)
 187. C.P. 25/82 (C)
 188. C.P. 26/82 (C)
 189. C.P. 27/82 (C)
 190. C.P. 28/82 (C)
 191. C.P. 29/82 (C)
 192. C.P. 30/82 (C)
 193. C.P. 31/82 (C)
 194. C.P. 32/82 (C)
 195. C.P. 33/82 (C)
 196. C.P. 56/82 (C)

[File No. S-11020/6/80—D. I(A)]

आवेदना

नई दिल्ली, 2 अप्रैल, 1983

का०आ० 1872:—भारत सरकार के तत्कालीन श्रम और रोजगार मंत्रालय की अधिसूचना सं० का०आ० 1571 तारीख 31 मई, 1963 द्वारा गठित श्रम न्यायालय, भुवनेश्वर के पीठासीन अधिकारी का पद रिक्त हुआ है;

अतः अब औद्योगिक विवाद अधिनियम, 1947 (1947 का 14), की धारा 8 के उपबन्धों के अनुसरण में, केन्द्रीय सरकार श्री एस०के० पांडा को पूर्वोक्त गठित श्रम न्यायालय के पीठासीन अधिकारी के रूप में नियुक्त करती है।

[सं० एस०-11020/11/80-डी०-1(ए)]

New Delhi, the 2nd April, 1983

ORDER

S.O. 1872.—Whereas a vacancy has occurred in the Office of the Presiding Officer of the Labour Court with Headquarters at Bhubaneswar constituted by the notification of the Government of India in the then Ministry of Labour and Employment No. S.O. 1571 dated the 31st May, 1963;

Now, therefore, in pursuance of the provisions of section 8 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby appoints Shri S. K. Panda, as the Presiding Officer of the Labour Court constituted as aforesaid.

[No. S-11020/11/80/D.I(A)]

2 GI/83-7

का०आ० 1873:—केन्द्रीय सरकार ने यह समाधान हो जाने पर कि लोकहित में ऐसा करना अपेक्षित था, औद्योगिक विवाद अधिनियम, 1947 (1947 का 14), की धारा 2 के खंड (ठ) के उपखंड (6) के उपबन्धों के अनुसरण में भारत सरकार के तत्कालीन श्रम मंत्रालय की अधिसूचना संख्या का०आ० 3476 दिनांक 21 सितम्बर, 1982 द्वारा यूरेनियम उद्योग में सेवाओं को उक्त अधिनियम के प्रयोजनों के लिए 20 अक्टूबर, 1982 से छः मास की कालावधि के लिए लोक उपयोगी सेवा घोषित किया था,

और केन्द्रीय सरकार की राय है कि लोकहित में उक्त कालावधि को छः मास की और कालावधि के लिए बढ़ाया जाना अपेक्षित है;

अतः, अब औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 2 के खंड (ठ) के उपखंड (6) के परन्तुक द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार उक्त उद्योग को उक्त अधिनियम के प्रयोजनों के लिए 20 अप्रैल, 1983 से छः मास की और कालावधि के लिए लोक उपयोगी सेवा घोषित करती है।

[संख्या एस-11017/7/81-डी० I-(ए०)]

एल० के० नारायणन, अवर सचिव

S.O. 1873.—Whereas the Central Government having been satisfied that the public interest so required had, in pursuance of the provision of sub-clause (vi) of clause (n) of section 2 of the Industrial Disputes Act, 1947 (14 of 1947), declared by the notification of the Government of India in the then Ministry of Labour No. S.O. 3476 dated the 21st September, 1982 the service in the Uranium industry to be a public utility service for the purposes of the said Act, for a period of six months, from the 20th October, 1982;

And, whereas, the Central Government is of opinion that public interest requires the extension of the said period by a further period of six months;

Now, therefore, in exercise of the powers conferred by the provision to sub-clause (vi) of clause (n) of section 2 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby declares the said industry to be a public utility service for the purpose of the said Act, for a further period of six months from the 20th April, 1983.

[No. S-11017/7/81/D.I(A)]

L. K. NARAYANAN, Under Secy.

New Delhi, the 26th March, 1983

S.O. 1874.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal No. 3, Dhanbad, in the industrial dispute between the employers in relation to the management of Kunustoria Sub-Area under General Manager, Kunustoria Area Eastern Coalfields Limited, Post Office Tonsi (Burdwan) and their workmen, which was received by the Central Government on the 24th March, 1983.

BEFORE THE CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-
LABOUR COURT NO. 3, DHANBAD

Reference No. 2/81

PARTIES :

Employers in relation to the management of Kunustoria Sub-Area under General Manager, Kunustoria Area, Eastern Coalfields Ltd., P.O. Topsy, Dist. Burdwan;

AND

Their Workman.

APPEARANCES :

For the Employers—Shri N. R. Chatterjee.
For the Workman—Workman in person.

STATE : West Bengal.

INDUSTRY : Coal

Dated, the 15th March, 1983

AWARD

The Government of India in the Ministry of Labour in exercise of the powers conferred on them U/s. 10(1)(d) of the Industrial Disputes Act, 14 of 1947 has referred the dispute to this Tribunal for adjudication under Order No. L-19012(59)/80-D.IV(B) dated the 26th December, 1980

SCHEDULE

"Whether the action of the management in relation to Kunustoria Sub-Area under General Manager, Kunustoria Area, Eastern Coalfields Ltd., in dismissing Shri S. K. Dutta, Accounts Clerk from service with effect from 22-11-1976 is justified? If not, to what relief is the concerned workman entitled?"

2. It will appear from the ordersheet that none of the parties was vigilant for disposal of this case and after several adjournments the case became ready for hearing. Thereafter since 14-9-1982 the parties prayed for time on all the dates on the ground that settlement will be arrived at between the parties and will be filed in Court. Several adjournments were granted for that purpose but in spite of it neither any settlement was filed nor the parties became ready for hearing. It is thus clear that none of the parties are interested in the case and there is no dispute between them.

3. In such circumstances a 'no dispute' award is passed

I. N. SINGH, Presiding Officer

[No. I-19012(59)/80-D.IV(B)]

S.O. 1875.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal No. 3, Dhanbad, in the Industrial dispute between the employers in relation to the management of Chairman-cum-Managing Director of M/s. Eastern Coalfields Ltd. Sanctoria, Post Office Dishergarh District Burdwan, and their workmen, which was received by the Central Government on the 24th March, 1983.

BEFORE THE CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-
LABOUR COURT NO. 3, DHANBAD

Reference No. 43/81

PARTIES :

Employers in relation to the management of Chairman-cum-Mg-Director of M/s. F.C.L. Sanctoria, Dishergarh, Dist. Burdwan.

AND

Their Workman

APPEARANCES :

For the Employers—Shri B. N. Lala, Advocate

For the Workman—Shri C. S. Mukherjee Advocate

STATE : West Bengal.

INDUSTRY : Coal

Dated, the 15th March, 1983

AWARD

The Govt. of India, in the Ministry of Labour in exercise of the powers conferred on them U/s. 10(1)(d) of the Industrial Disputes Act, 14 of 1947 has referred the dispute to this Tribunal for adjudication under Order No. I-19012(19)/81-D (IV), B dated the 17th September, 1981

SCHEDULE

"Whether the management of CMD's Office at M/s. E.C.L. Sanctoria, P.O. Dishergarh, Dist. Burdwan was justified in not fixing basic pay of Shri A. R. Dutta, Sr. Draughtsman in Tech Gr. 'B' with full pay protection with effect from 1-4-1974 taking his past services from 1966 into account for all other practical purpose? If not to what relief the workman is entitled?"

2 The case of the concerned workman Sri A. R. Dutta is that he was originally employed in Coal Mines Welfare Organisation (C.M.W.O.) in the year 1966 and in course of time became the Senior Draughtsman in the said organisation. He was, however, declared as surplus with some other persons in the said organisation in the month of January, 1974 and as such the Commissioner, C.M.W.O. made a request to different authorities including the present management for absorbing them in various jobs suitable to their respective designations. It is submitted that the present management conceded to such requests and the concerned workman alone with others appeared before a Selection Committee for a formal interview on 23-2-1974 in which the concerned workman was selected for the post of Draughtsman.

3 It is further stated that before his absorption his basic pay was Rs. 265 in the pre-revised pay scale of Rs. 205-280 as by that time the report of the Third Pay Commission was awaited and therefore the Selection Committee recommended the case of the workman in the scale of Rs. 245-440 in Technical Grade 'C' and his basic pay was fixed at Rs. 380.

4 It is next alleged that the Third Pay Commission revised the pay scale of their employees and Senior Draughtsman was put in the pay scale of Rs. 330-560 with retrospective effect from 1-1-1973 and accordingly the basic pay of the concerned workman was to be fixed at Rs. 476. It is submitted that this aspect of the matter should have been considered by the present management and his basic pay should have been fixed at Rs. 488 on 1-4-1974 that is the date he joined the present management but in spite of it it was not conceded to. The concerned workman, however, was given Grade B with effect from April, 1980.

5. The further case of the concerned workman is that he should be treated as a transferred employee from one Govt. Department to another and his pay should have been fixed accordingly. It is further contended by him that in case of the employees taken from Coal Controller's Office, Coal Board and other organisations the present management gave them pay protection and continuity of service but this was denied to the concerned workman. It is further submitted that he never applied for his appointment but his case was forwarded by the C.M.W.O. and by the Executive Engineer on the basis of which he appeared before the Selection Board and got the present appointment. It is, therefore, proved that his basic pay should be fixed giving him full pay protection with effect from 1-4-1974 taking his past services into account.

6. According to the management, however, the case of the concerned workman is not a case of transfer at all. It is

stated that in or about the year 1974 certain vacancies of Civil Draughtsman at the Eastern Coalfields Ltd., had occurred in which several persons including the concerned workman were interviewed. The concerned workman was offered the job of Civil Draughtsman on the basic salary of Rs. 380 per month carrying a total cash emoluments including Coal Mines bonus at Rs. 566.20 and the concerned workman accepted the offer and joined the services of the present management on 1-4-1974 as a Civil Draughtsman on the above basic salary of Rs. 380 p.m. According to the management the workman concerned joined this service on 1-4-1974 as a fresh employe and he never joined here on transfer from his previous employer. It is however stated that at the time of appointment in recognition of his previous experience and other aspects the management offered him a higher basic pay in Technical Grade C and the concerned workman having accepted to work as Civil Draughtsman in the proper grade unconditionally has no right to claim the benefit of his alleged past service from 1966. His case however was considered for further promotion and he was promoted to Grade 'B' in April, 1980 by the Departmental Promotion Committee.

7. On the above grounds it is submitted that the demand of the concerned workman is unjustified.

8. The point for consideration is as to whether the management was justified in not fixing basic pay of the concerned workman in Technical Grade 'B', with full pay protection with effect from 1-4-1974 taking his past services into account. If not, to what relief is the concerned workman entitled.

9. It is not denied that the concerned workman was declared surplus in his parent office viz. Coal Mines Welfare Organisation. Ext. W-1 is a letter dated 23-1-74 from the Coal Mines Welfare Commissioner to the Managing Director, Coal Mines Authority Ltd., General Manager, Coal Mines Authority and Managing Director Bharat Coking Coal Ltd., informing them that as a result inspection by the Staff Inspection Unit of Finance Ministry some staff of the Engineering Division of his organisation have been rendered surplus. He was therefore forwarding a list of such staff indicating their designation and bio-data. It was further requested that as they may be recruiting similar categories of staff in their organisation, the Commissioner will be grateful if they kindly arrange to consider these persons in preference to outsiders as they have already rendered long service in their line and had acquired valuable experience. Along with this letter a list of the staff was sent which included the name of the concerned workman. This letter is utmost a letter of request made by the Commissioner to different authorities including the present management and there is no whisper that if appointed their pay should be protected. It however appears that certain vacancies in Civil Engineering Department had occurred in all the Areas of the Eastern Coalfields for which an Interview Committee was constituted to interview those candidates (Ext. M-8). Ext. M-9 is the list of candidates who were interviewed on 7-2-74 for the post of Draughtsman. This document will further show that the post for which interview was taken was for the post of Draughtsman and not for Sr. Draughtsman. The concerned workman was included in this list. Ext. M-10 is the recommendation of the Committee of the Interview Board for appointment in different categories and it shows that the concerned workman was recommended for appointment as a Draughtsman which was duly approved. Ext. M-6 would however show that posts of two Draughtsman had fallen vacant. On the basis of the said recommendation and approval the appointment letter Ext. M-15 dated 5-3-74 was issued to the concerned workman informing him about the post to which he was being appointed and his basic salary. It shows that the basic salary of the concerned workman was fixed at Rs. 380. This letter would also show that the concerned workman was to remain on probation for a period of six months. Other conditions of services are also mentioned therein. From all these documents it is thus clear that the concerned workman was appointed afresh on probation and he was not taken on transfer nor the management ever agreed that the pay of the concerned workman will be protected.

10. The concerned workman joined his post unconditionally. He never put any condition before joining his post which clearly means that he accepted the post unconditionally on the pay offered to him. In evidence however the concerned workman has stated that in his joining report he had given a condition that his pay should be protected but this fact is not

mentioned also in the written statement of the concerned workman accepted the terms and conditions as laid in his appointment and altogether a new plea has been taken in evidence which cannot be accepted. The management's witness MW-1 who is the Sr. Personnel Officer has stated in his evidence that it was altogether a new appointment and he has further stated that the personal file of the concerned workman is untraceable and hence the joining report could not be filed. The concerned workman, however, has stated in his cross-examination that he had given copy of his acceptance letter to C.M.W.O. also but the said copy has not been called for by him. Besides as stated earlier there are other correspondences made by the concerned workman with the management and in those letters also he nowhere stated that he had joined the post with any condition. Ext. M-2 is the first letter dated 14-12-78 sent by the concerned workman to the Chief Personnel Officer in which he stated that he holds a quasi-permanent status in the grade of Sr. Draughtsman in his parent department and so his pay should be fixed with reference to his basic pay drawn there from 1-4-76. In this letter also he did not mention that he had joined the post with any condition.

11. It however appears that when the concerned workman filed representation for fixing of his pay the matter was examined by the Personnel Officer whose note is Ext. M-16. From this note also it will appear that the concerned workman accepted the terms and conditions as laid in his appointment letter. If some conditions would have been attached in the joining report then that fact must have been mentioned in this note. This note also shows that some advance increment was paid to him while fixing his basic pay. All these facts clearly indicate that the case of the concerned workman was not at all a case of transfer. Rather he was appointed by the present management on the terms and conditions as mentioned in his appointment letter and that the concerned workman accepted the post without any condition. It is now too late for him to raise the demand to which he is not entitled.

12. The management, however, has filed other documents to show that the concerned workman was given Grade 'B' subsequently in the year 1980 which is not denied.

13. A plea has been taken by the workman that persons taken from Coal Board were given protection of pay with other benefits, but the said benefit was given to those employees by an order of the Government when those departments were abolished. Ext. M-8 is an office memorandum dated 29-4-75 which shows that under the Coal Mines (Conservation and Development) Act, 1974 the employees of the Coal Board who had become employees of Coal Mines Authority Ltd., were to hold office in the Coal Mines Authority on the same terms and conditions and with the same rights to pension etc. as would have been admissible to them as if the Coal Board had not been abolished. Thus the position of the Coal Board employees stood on a different footing and the same advantage cannot be given to the concerned workman who was altogether a new appointee.

14. There was thus no question of giving any different scale of pay or any basic pay to the concerned workman as demanded by him from the present management and the present management was justified in fixing the pay of the concerned workman according to their appointment letter.

15. Considering the evidence on the record and facts and circumstances of the case, I hold that the management was justified in not fixing the basic pay of the concerned workman in Technical Grade 'B' with full protection of his pay with effect from 1-4-74 and the concerned workman consequently is not entitled to any relief.

16. The award is given accordingly.

J. N. SINGH, Presiding Officer
[No. 19012(19)/81-D.IV(B)]

New Delhi, the 28th March, 1983

S.O. 1876.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal No. 3, Dhanbad, in the industrial dispute between the employers in relation to the management

of Chairman & Managing Director's Office of Eastern Coalfields Limited, Sanctoria Post Office Dishergarh, (Burdwan) and their workmen, which was received by the Central Government on the 24th March, 1983.

ANNEXURE 'A'

BEFORE THE CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT NO. 3, DHANBAD

Reference No. 105/80

PARTIES :

Employers in relation to the management of Chairman & Managing Directors Office of Eastern Coalfields Ltd., Sanctoria, P.O. Dishergarh, Dist. Burdwan.

AND

Their Workman

APPEARANCES :

For the Employers—Shri B. N. Lala, Advocate.

For the Workman—Shri J. D. Lal, Advocate.

STATE : West Bengal.

INDUSTRY : Coal

Dated, the 14th March, 1983

AWARD

The Govt. of India in the Ministry of Labour in exercise of the powers conferred on them U/s. 10(1)(d) of the Industrial Disputes Act, 14 of 1947 referred the dispute to the Central Govt. Industrial Tribunal-cum-Labour Court, Calcutta for adjudication. Subsequently by Order No. S-11025(4)/80.D IV(B) dated the 14th/17th November, 1980 the dispute has been transferred to this Tribunal for adjudication.

SCHEDULE

"Whether the action of the management of Chairman and Managing Director's Office of Eastern Coalfields Ltd., Sanctoria, P.O. Dishergarh Dist. Burdwan in superannuating Shri P. N. Chatterjee Clerk with effect from the 11th July, 1978 was justified. If not, to what relief is the concerned workman entitled?"

2. The case of the workman is that he was appointed at the time of erstwhile management Equitable Coal Co. Ltd., and that after nationalisation his terms and conditions of services were protected by Section 14(1) of the Coal Mines Nationalisation Act, 1973. It is stated that the Equitable Coal Co. Ltd., had no certified Standing Orders to superannuate the workmen on reaching the age of 60 years and therefore the said company and their workmen entered into a Tripartite Settlement on 27-11-1968 to retire a workman on Pension Scheme on completion of the age of 60 years. According to the said agreement all workmen who completed the age of 60 years were to be retired from their services. It is further provided that one month's notice would be given to monthly paid employees prior to retirement and thereafter a workman who completes the age of 60 years in a calendar year shall retire on the first day of January following the relevant year and in their case one month's advance notice shall be given.

3. It is submitted that as per above settlement the concerned workman Shri Chatterjee should have been retired with effect from 1-1-1979 but instead he was retired with effect from 11-7-1978 ignoring his representation.

4. It is further submitted that the Gratuity Act scheme came into operation in September, 1972 but in spite of it the said settlement was not terminated by the management or by the workmen after nationalisation. According to the workman the said settlement still subsists and as per said settlement the concerned workman should have been retired from 1-1-1979 and hence retirement prior to that is illegal and amounts to termination of services and hence the concerned workman is entitled to get all the benefits and that he should be deemed to have retired from 1-1-1979.

5. The management has contested the claim of the workman and it is submitted that the present Reference is not maintainable. The fact that the concerned workman was retired on 11-7-1978 after completing the age of 60 years is not denied. The Tripartite Settlement said to have been arrived at in the year 1968 is also not denied. The main defence, however is that the settlement itself would show that the clause regarding retirement occurs under the heading 'Pension scheme' but it further provided that if the Gratuity Scheme is given effect to from any date then the provisions of the said settlement regarding retirement will not apply and that no workman shall retire in terms of the aforesaid settlement. It is submitted that after coming into force of the Payment of Gratuity Act all workmen under the Coal Industry were to retire according to the provisions made in the said Act. The Payment of Gratuity Act lays down that an employee who is entitled to gratuity shall retire on attaining the age of 58 years unless there is a fixed age of retirement. Subsequently the management enhanced the age of retirement at 60 years and as per the said rule as also the Gratuity Act the concerned workman was to retire on attaining the age of 60 years which he attained on 11-7-1978 and he was retired from 11-7-1978. According to the management, thus their action in retiring the concerned workman on completion of the age of 60 years is legal and justified and the concerned workman is not entitled to any relief.

6. The point for consideration is as to whether the action of the management in superannuating the concerned workman with effect from 11-7-1978 is justified. If not to what relief is the concerned workman entitled.

7. Ext. M-1 is the Service Card of the concerned workman in which his date of birth recorded is 12-7-1918. Ext. M-2 is his personal data in which also his date of birth as recorded is 12-7-1918. These two documents have not been challenged and it is also not denied that the concerned workman attained the age of 60 years on 11-7-1978. Ext. M-3 is the Office Order of the Coal Mines Authority Ltd., dated 24-4-1974 which enhanced the retirement age of workmen under the Coal Mines Authority from 58 years to 60 years. Ext. M-4 is another Circular dated 6-10-1976 which provided that in case only the year of birth is known but not the exact date then 1st July, should be treated as the date of birth for the purpose of determining the date on which a workman was to retire. This provision, however, is not applicable in the case as the date of birth of the workman is recorded in his service card.

8. It is, however, clear that the retirement age of a workman under the Coal Industry is now 60 years. The main case of the concerned workman is that though he attained the age of 60 years in July, 1978 but as per the Tripartite Settlement mentioned already he should have been retired on 1-1-1979. In this regard the terms of memorandum of settlement are relevant. Ext. W-1 is the certified copy of the terms of settlement which was arrived at between the then management and the union before the Regional Labour Commissioner. The first term of the settlement refers to Pension Scheme and it reads as follows :—

"PENSION SCHEME.—It is agreed that all workmen who complete the age of sixty years will be retired from their services. At the initial stage all such workmen will be retired after giving one month's advance notice to the monthly paid workmen and one week's advance notice to the weekly paid workmen or wages in lieu of such notices. Subsequently, who completes the age of 60 years in a calendar year shall retire on the first of January following the relevant year and in their case one month's advance notice shall be given to such of the workmen including the weekly paid workmen."

9. On the basis of the above terms it is submitted on behalf of the workman that he should have retired from 1-1-1979, but the union or the workman has ignored the other provisions of the settlement. The settlement is to be read as a whole. Para 16 of the settlement reads as follows :—

"16. It is agreed that with effect from the date, if any, from which the gratuity scheme as per the recom-

recommendations of the Wage Board for the coal mining industry is given effect to the following provisions shall apply :—

- (i) No workmen shall be retired under the terms of this settlement.
- (ii) Any workman already receiving any benefit under this settlement who would not be entitled to better benefits under the gratuity scheme referred to above shall continue to receive all benefits to which he is entitled under this settlement.
- (iii) For any workman already receiving any benefits under this settlement who becomes entitled to better benefits under gratuity scheme referred to above, benefits under this settlement shall cease with effect from the date he becomes entitled to better benefits under the gratuity scheme referred to above."

Thus the settlement itself provided that from the date the Gratuity Scheme came into force no workman was to retire under the terms of this settlement and that they were to retire under the Gratuity Scheme. The Payment of Gratuity Act came into force from 16-9-72 and therefore from 16-9-1972 all the workmen were to retire under the provisions of the Gratuity Act and not under the provisions of this settlement. The settlement automatically terminated after coming into force of the Gratuity Act and no terms of the settlement was applicable after the said Act came into force. The said Act provided the age of retirement at 58 years which was subsequently enhanced by the management to 60 years. It nowhere provided that any retirement will be made in the month of January of the following year after completing the age of 60 years.

10. It was, however, urged on behalf of the workman that the Payment of Gratuity Act provides that if there is any age fixed for retirement then that age will prevail and not the age prescribed under the Payment of Gratuity Act and as the aforesaid settlement fixed the age and date of retirement hence that should have been followed by the management. But this contention is not tenable. It is clear that since the coming into force of the Gratuity Act the age of retirement as fixed in the settlement lost its force and thus there was no age fixed by the erstwhile management by any Standing Order for retirement of any workman and therefore the age of retirement must be determined as per Gratuity Act and subsequent rules made by the management enhancing the age of retirement to 60 years. The concerned workman admittedly reached the age of 60 years on 11-7-1978 and hence he was rightly retired from that date.

11. The concerned workman has filed certain representations made by him against his retirement, but they are not at all relevant for the purpose in view of the coming into force of the Gratuity Act. The management also on the representation of the workman gave a reply to them (Ext. W-3) that the representation was not maintainable.

12. Considering the entire evidence and facts and circumstances of the case, I hold that the action of the management in superannuating the concerned workman with effect from 11-7-1978 is fully justified and the concerned workman is not entitled to any relief.

13. I give my award accordingly.

J. N. SINGH, Presiding Officer

[No. I-19012(33)/78-D.IV(B)]

New Delhi, the 31st March, 1983

S.O. 1877.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal No. 3, Dhanbad, in the industrial dispute between the employers in relation to the management of Manderboni Sub-Area of Eastern Coalfields Limited, Post Office Pandeveshwar, District Burdwan and their workmen, which was received by the Central Government on the 30th March, 1983.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT NO. 3, DHANBAD

Reference No. 95/80

PARTIES :

Employers in relation to the management of Manderboni Sub-Area of Eastern Coalfields Ltd., P.O. Pandeveshwar, Dist. Burdwan.

AND

Their workmen.

APPEARANCES :

For the Employers—Shri B. N. Lala, Advocate.

For the Workmen—Shri J. D. Lal, Advocate.

INDUSTRY : Coal

STATE : West Bengal

Dated, the 21st March, 1983

AWARD

The Government of India in the Ministry of Labour in exercise of the powers conferred on them U/S 10(1)(d) of the Industrial Disputes Act, 14 of 1947 referred the dispute to the Central Government Industrial Tribunal-cum-Labour Court, Calcutta for adjudication. Subsequently by order No. S-11025(4)/80-D.IV(B) dated 14th/17th November, 1980 the dispute has been transferred to this Tribunal for adjudication.

SCHEDULE

"Whether the action of the management of Manderboni Colliery in refusing the explosive carriers the extra remuneration for carrying more than 5 Kgs of explosives with effect from 11th February, 1978 is justified? If not, to what relief are the concerned workmen entitled?"

2. The concerned workmen are explosive carriers working under the management of Manderboni Colliery under Eastern Coalfields Ltd. Their case is that by the Industrial Tribunal Award as also the National Coal Wage Agreement they have been categorised in Category II in the time-rated scale of wages. It is further stated that they are required to carry not more than 5 Kg of explosives from surface magazine to below ground but from February '78 they have been directed and they are carrying more than 5 Kg of explosives. It is stated that under the Coal Mines Regulations, 1957 the Chief Inspector of Mines has been authorised to permit any colliery for carrying explosives in larger quantities in a single container by explosive carriers and in pursuance of this five collieries under Eastern Coalfields are allowing the explosive carriers to carry more than 5 Kg. of explosives to the underground for which they are paid extra payment for carrying any quantity above 5 Kg. It is stated that though the present management also directed these workmen to carry more than 5 Kg. of explosives from February '78 but they are not being paid extra wages for carrying explosives more than 5 Kg. of explosives in weight in spite of demand. Hence the present dispute. Their demand is that they should get Rs. 5 per head per day for carrying explosives more than 5 kg. but less than 11 kg. and Rs. 10 per head per day for carrying more than 10 kg. explosives in addition to their normal wages in Category II.

3. The management has challenged the aforesaid claim of the concerned workmen. According to them the Manderboni Colliery consists of four pits commonly known as Pit Nos. 1 and 2 and 5 and 6. Pit Nos. 1 and 2 are located at one place while Pit Nos. 5 and 6 are located at another place at a distance of about 2 km from Pit No. 1 and 2. The magazine of the colliery is however situated near Pit Nos. 1 and 2.

4. It is further stated that all explosives are issued from the colliery magazine which are situated at a distance of about 2 K.M. from Pit No. 5 and 6 and they are carried by the Explosive Carriers to these pits for use in different workings districts of these pits which require the work of 24 explosive carriers.

5. It is further stated that before the present dispute was raised by the union these explosive carriers used to carry more than 5 Kg. of explosives in two containers and the same practice is still in force and this has been done in order to avoid underground trouble as well as to facilitate the work of the explosive carriers without wasting time and that they are all along carrying more than 5 Kg. of explosives. It is submitted that there is no change of system of carrying explosives by these workmen before and after the dispute and there has been no change in their service conditions. Further it is stated that no workload has been prescribed either by the Mazumdar Award or under Coal Wage Board Recommendation and there is simply a mention of 5 Kg. of explosives in Regulation 163 of Coal Mines Regulations 1957 which also provides that relaxation may be made under certain conditions for which permission is to be taken from the Chief Inspector of Mines. It is further stated that the five collieries named in the written statement of the workmen where extra payment is made lay in Bankola Area of Eastern Coalfields where some extra payment is being made since prior to take over and nationalisation and the same practice is continuing there till today. But in no other colliery of Eastern Coalfields any extra payment is being made for carrying more than 5 Kg. of explosives. It is submitted that the demand of the workmen is unjustified and hence they are not entitled to any relief.

6. The point for consideration is as to whether the action of the management of Manderoom Colliery in refusing the explosive carriers the extra remuneration for carrying more than 5 kg. of explosives with effect from 11-2-1978 is justified. If not, to what relief they are entitled.

7. The workmen have examined WW-1 who is one of the concerned workmen has stated that they carry explosives to Pit No. 5 and 6 and that previously they were carrying only 5 kg. of explosives and got Category II wages but from 1978 they had to carry more than about 9-1/2 or 9-3/4 kg. of explosives for which they demand extra wages. He has further stated that at other places for carrying more than 5 kg Rs. 5 per day per head is paid. It is admitted by him that they are time rated. WW-2 is Md. Masrul who is working as explosive carrier in Bankola Colliery and has stated that in his colliery some extra payment is being made. In support of it 4 pay slips Ext. W-1 series and Ext. W-2 have been filed on behalf of the workmen which shows that some extra payment has been made, but it does not indicate that it is in respect of carrying any extra explosives more than 5 kg. in weight. The extra amount paid runs to Rs. 63 to Rs. 78 only per month. These documents, however, do not indicate that this extra payment was made for carrying extra explosives. MW-1 is Sri Satya Narain Chatterjee working as Colliery Manager and he has stated that the system of carrying explosives more than 5 kg. was in vogue in this colliery since before he joined there in 1977 and the contention that this system has been brought in vogue in 1978 is not correct. It is further stated by him that explosives carriers are being paid according to their categorisation. He has further stated that in Bankola Colliery no doubt some extra payment is being made but it was due to the fact that the said system was continuing there since before take over and nationalisation and the management continued to make extra payment but in no other colliery this extra payment has been made. In support of it the management has filed a letter Ext. M-2 dated 12th/28th May, 1980 from the General Manager, Bankola Area addressed to the Personnel Manager, Eastern Coalfields Sanctoria. In this letter he has stated that in Bankola Colliery the explosive carriers are carrying more than 5 kg. of explosive from pre-take over period and this system has been continued since then. No document has been filed on behalf of the workmen that extra payment is being made in other Areas of Eastern Coalfields or even in Bharat Coking Coal Ltd., or Central Coalfields Ltd. Eastern Coalfields also has got several Areas consisting of several collieries but there is no authentic evidence to prove that at those places any extra payment is being made. Now if

no extra payment is being made in majority of the Areas then there is no reason as to why the concerned workmen should get it at Manderboni Colliery. The case of Bankola Area stands on a different footing because in that Area some extra payments were being made since prior to take over and the said practice was allowed to continue. Further, Mazumdar Award or the Coal Wage Board recommendation or even N.C.W.A.-I and II nowhere have prescribed workload of an explosive carrier though their job is mentioned in the book known as "GROUPINGS, NOMENCLATURES, JOB-DESCRIPTIONS" etc. of coal employees. If some workload would have been provided under those agreements then the concerned workmen might have got justification for claiming extra allowance for carrying any extra explosives. In view of the fact that no extra payment is being made in any other Area of Eastern Coalfields excepting Bankola Area or even in other collieries under Bharat Coking Coal Ltd. or Central Coalfields Ltd., I think the claim of the concerned workmen is not at all justified and the concerned workmen are not entitled to any relief.

8. Considering the entire evidence, I hold that the action of the management in refusing extra remuneration to the explosive carriers carrying more than 5 Kg. of explosives is justified and the concerned workmen are not entitled to any relief.

9. I give my award accordingly.

J. N. SINGH, Presiding Officer

[No. L-19011(2)/79-D.IV(B)]

S.O. 1878.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal No. 3, Dhanbad, in the industrial dispute between the employers in relation to the management of Ratibati Colliery of Messrs Eastern Coalfields Limited, Post Office Kalipahari, District Burdwan, and their workmen, which was received by the Central Government on the 30th March, 1983.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT NO. 3, DHANBAD

Reference No. 64/80

PARTIES :

Employers in relation to the management of Ratibati Colliery of M/s. Eastern Coalfields Ltd., P.O. Kalipahari, Dist. Burdwan.

AND

Their workmen.

APPEARANCES :

For the Employers—Shri N. Das, Advocate

For the Workmen—Shri C. S. Mukherjee, Advocate.

INDUSTRY : Coal

STATE : West Bengal

Dated, the 21st March, 1983

AWARD

The Government of India in the Ministry of Labour in exercise of the powers conferred on them U/S 10(1)(d) of the Industrial Disputes Act, 1947 (14 of 1947) referred the dispute to this Tribunal for adjudication under Order No. L-19011(13)/79-D.IV(B) dated the 14th October, 1980

SCHEDULE

"Whether the action of the management of Ratibati Colliery of M/s. Eastern Coalfields Limited, P.O. Kalipahari, Dist. Burdwan in refusing employment

to Sri Mahajan Kurmi and 131 others (names given in the Annexure) is justified? If not, to what relief are the concerned workmen entitled and from what date?"

ANNEXURE

Sl. No.	Name	Designation
1.	Sri Mahajan Kurmi	C.P.
2.	Sri Bachhu Prasad	UG Trammer
3.	Sri Ram Lakhan Tewary	C.P.
4.	Sri No. 1 Munni Kaiswara	Timber Mazdoor
5.	Sri Deoraj Jaiswara	Timber Mazdoor
6.	Sri No. 2 Munni Jaiswara	Timber Mazdoor
7.	Sri Hemraj Jaiswara	Timber Mazdoor
8.	Sri Harinath Jaiswara	Loader
9.	Sri Muni Sadhu	Timber Mistry
10.	Sri Sahati Rajbhar	Loader
11.	Sri Persidhi Rajbhar	Loader
12.	Sri Ramlal	Loader
13.	Sri Baran Rajbhar	Timber Mazdoor
14.	Sri Munnar Rajbhar	Loader
15.	Sri Dular Rajbhar	Loader
16.	Sri Kharpatu Rajbhar	Loader
17.	Sri Lotan Rajbhar	Loader
18.	Sri Bhankeri Rajbhar	Loader
19.	Sri Hira Jaiswara	Timber Mazdoor
20.	Sri Sreepat Rabidas	Loader
21.	Sri Dular Kahar	Loader
22.	Sri Bangharaj Chammar	Loader
23.	Sri Dular Chammar	Loader
24.	Sri Laloo Chammar	Loader
25.	Sri Ratai Chammar	Loader
26.	Sri Ramdeo Chammar	Loader
27.	Sri Bhurkul Chammar	Loader
28.	Sri Shyamdeo Chammar	Loader
29.	Sri Ramjee Chammar	Loader
30.	Sri Surajbali Chammar	Loader
31.	Sri Biswanath Chammar	Loader
32.	Sri Udit Chammar	Loader
33.	Sri Sahadeo Kurmi	Loader
34.	Sri Sukhdeo Kurmi	Loader
35.	Sri Sardha Kurmi	Loader
36.	Sri Jadunandan	Loader
37.	Sri Jiten Koiri	Picking Mazdoor
38.	Sri Pardeshi Chammar	Loader
39.	Sri Pokhan Dhari	Loader
40.	Sri Gorelal Dhari	Surface Trammer
41.	Sri Somraj Chammar	Loader
42.	Sri Surnath Chammar	Loader
43.	Sri Neur Chammar	Loader
44.	Sri Gokul Chammar	Loader
45.	Sri Rameswar Napit	Surface Trammer
46.	Sri Ramraj Chammar	Loader
47.	Sri Rama Chammar	Loader
48.	Sri Srikant Gope	Loader

49.	Sri Kishore Gope	Loader
50.	Sri Rahmtulla Mia	Pick Miner
51.	Sri Lakhan Prasad	UG Trammer
52.	Sri Jageshwar Nunia	Loader-cum-Sardar
53.	Sri Rupa Mahato	UG Trammer
54.	Sri Lakhan Chammar	Loader
55.	Sri Srikant Kurmi	Loader
56.	Sri Lakhan Kurmi	Loader
57.	Sri Pujan Kahari	Loader
58.	Sri Ram Milan Kohar	Loader
59.	Sri Bhagwati Kohar	Loader
60.	Sri Bhagelu Chammar	Loader
61.	Sri Kheotu Chammar	Loader
62.	Sri Chhotku Chammar	Loader
63.	Sri Dudhari Chammar	Loader
64.	Sri Chunilal Jaiswara	Timber Mazdoor
65.	Sri Khedu Das	Loader
66.	Sri Kameshwar Thakur	UG Trammer
67.	Sri Dhiba Mahato	Office Peon
68.	Sri Budhan Tanti	UG Trammer
69.	Sri Bhagwan Das	UG Trammer
70.	Sri Mew Jaiswara	Loader
71.	Sri Bilas Chamar	Loader
72.	Sri Ramdeo Chamar	Loader
73.	Sri Ambika Goswami	Loader
74.	Sri Arjun Gosai	Loader
75.	Sri Ambika Kurmi	Loader
76.	Sri Bangshraj Harijan	Night Guard
77.	Sri Bangshi Kurmi	Loader
78.	Sri Mahangu Das	Loader
79.	Sri Bhakari Harijan	Loader
80.	Sri Rumali Das	Driver
81.	Sri Shewlal Jaiswara	Pick Miner
82.	Sri Dhannar Jaiswara	Pick Miner
83.	Sri Hemraj Jaiswara	Timber Mazdoor
84.	Sri Shyama Chammar	Pick Miner
85.	Sri Khandu Chamar	Loader
86.	Sri Chhatu Jaiswara	Loader
87.	Sri Shewnandan Jaiswara	Loader
88.	Sri Shewnandan Chamar	Loader
89.	Sri Rambali Chamar	Pick Miner
90.	Sri Chatu Chamar	Loader
91.	Sri Ramdeo Gope	Driller
92.	Sri Lakhan Jaiswara	UG Loader
93.	Sri Dipraj Chamar	UG Loader
94.	Sri Raja Ram Muchi	UG Loader
95.	Sri Bideshi Chamar	UG Loader
96.	Sri Ramjit Kahar	UG Loader
97.	Sri Ramdhoni Tanti	UG Loader
98.	Sri Sukro Bhuia	Picking Cobli
99.	Sri Guja Bouri	UG Trammer
100.	Sri Babulal Chammar	UG Trammer
101.	Sri Pritam Chamar	C.P.
102.	Sri Shfb Pujan Rajbhar	C.P.
103.	Sri Bijoy	P. Mazdoor
104.	Sri Lalay Chamar	UG Trammer

105. Sri Sabodhar Dushad	UG Trammer
106. Sri Sukraj Rajbhar	UG Trammer
107. Sri Sunar Gope	UG Trammer
108. Sri Ramnath Chamar	UG Trammer
109. Sri Bandhu Chamar	C.P.
110. Sri Lakhi Muchi	Picking Mazdoor
111. Smt. Manik Muchi	Picking Mazdoor
112. Smt. Hemi Muchi	Picking Mazdoor
113. Sri Lakhan Chamar	Loader
114. Sri Mangal Chamar	UG Trammer
115. Sri Baru Teli	Loader
116. Sri Kamta Chamar	Loader
117. Sri Chiddi Chamar	Loader
118. Sri Haridhar Chamar	Loader
119. Sri Bremdeo Chamar	Loader
120. Sri Sirgun Chamar	Loader
121. Sri Chatu Beldar	Driller
122. Sri Ram Chaun Chamar	Driller
123. Sri Ramkebal Chamar	M. Helper
124. Sri Pakhondi Chamar	Driller
125. Sri Lalu Beldar	UG Loader
126. Sri Sew Murat Chamar	UG Loader
127. Sri Baghu Chamar	UG Loader
128. Sri Chubi Chamar	UG Loader
129. Sri Keshan Chamar	UG Loader
130. Sri Mongal Chamar	UG Loader
131. Sri Swaminath Chamar	UG Loader
132. Sri Monohar Chamar	UG Loader

2. The case of the workmen is that in the year 1967 lockout was declared in Ratibati Colliery as a result of which some 457 workmen of the said colliery were kept idle. Subsequently conciliation proceedings were started and a Tripartite Settlement was arrived at on 13-11-1967 under the terms of which the said 457 workmen were to be absorbed in the colliery as and when required by the employers. It is further stated that the lockout in question was lifted in phase from 31-1-1968 and meanwhile the colliery in question was taken over on 31-1-1973 by the Coal Mines Authority Ltd. (now Eastern Coalfields Ltd.) and during that period the employers absorbed a good number of workmen but these 132 workmen concerned out of 457 workmen were not taken back in service. It is submitted that the employers recruited a good number of new hands in the said colliery but they did not take back these workmen in service. Finally the union took up the case of these workmen with the A.L.C. (Asansol) and the conciliation proceedings were started which ended in failure resulting the present Reference. The claim of the concerned workmen is that they should be taken in service with full back wages and consequently relief.

3. The management has disputed the claim of the concerned workmen. It is stated by them that from the available information as gathered by the employers from the union itself Ratibati Colliery was previously owned by a partnership firm known as West Bengal Mining Company. Sometime in the year 1967 the then management declared a lockout in the colliery. The Colliery Mazdoor Sabha and Colliery Mazdoor Congress separately raised industrial disputes and it appears that a settlement in course of conciliation proceeding was arrived at on 13-11-1967 before the R.L.C. Asansol. It is further stated that in that settlement it was agreed to reopen the colliery in stages by phased programme on receipt of permission from the Directorate of Mines Safety and on obtaining such permission the management was to make maximum efforts to accelerate full commissioning with a view to attain normal working as early as possible and a time limit of six months was also laid down for the same. It was further agreed that all the

workers who were on the rolls of the colliery during the week ending on 6-5-1967 would be taken back in service according to the phased programme subject to the contingencies stated above being fulfilled and the manner of absorption was laid down according to seniority and it was further agreed that in the meantime so long the workmen could not be restored they would be absorbed in temporary and casual jobs as and when required for re-planning the mine and the period of idleness will be treated as leave without wages and no wage would be admissible till the final absorption.

4. It is further stated that eventually the lockout in the colliery was lifted on 31-1-1968 and the management of the colliery was taken over by the Central Government on 31-1-73 and nationalised with effect from 1-5-73. It is however contended on behalf of the management that after the take over there has never been any occasion for appointment of any alleged worker as the man-power was more than sufficient considering the output of this particular colliery.

5. It is further contended that after take over following re-organisation of the collieries Ratibati colliery no longer exists as such as a separate colliery but it is amalgamated with Chapui Khas and adjoining mine and therefore it has ceased to be an establishment and hence the settlement on the basis of which the present demand has been made by the union cannot be enforced as against present employers. It is also stated that it is not known as to why the sponsoring union did not raise the dispute before the erstwhile owners when the colliery was re-opened in January, 1968. It is submitted that the present management have no legal obligation to appoint any of the workmen concerned even assuming that they were retrenched in the year 1967 by the old management. It is also contended that there is not a bit of paper in the colliery either relating to the lockout or the re-opening of the colliery or the list of persons who were retrenched and therefore it is impossible for the present management to verify as to who these persons were as the Ratibati Colliery has ceased to exist. The management has also denied the appointment of any single new person after nationalisation excepting employment of some dependent persons under the voluntary retirement scheme or owners of land.

6. On the above grounds it is prayed that the Reference be decided in favour of the management.

7. The point for consideration is as to whether the action of the management of Ratibati Colliery of M/s. Eastern Coalfields Ltd., in refusing employment to these workmen concerned is justified. If not, to what relief they are entitled and from what date.

8. From the written statement filed on behalf of the management it will appear that the management has not specifically denied the existence of Tripartite Settlement arrived at on 13-11-1967 nor they have specifically denied the lockout and re-opening of the mine in question. They have also not specifically denied the fact that the workmen concerned were employees of the erstwhile management and the simple plea of the management is that there is no bit of paper with them to prove the above facts. MW-1 Sri G. N. Mondal who was Sr. Personnel Officer at Ratibati Sub-Area Office from March 75 to 1980 has however admitted in para 7 of his cross-examination that the management has received the old records of the erstwhile owner. Thus it is clear that the old records of the erstwhile owner were made available with the present management at the time of take over and these papers would have clearly proved whether the concerned workmen were employees of the erstwhile owner prior to lockout or not. None of these papers have been filed on behalf of the management.

9. The most important document in this case is the alleged Tripartite Settlement arrived at between the parties before the R.L.C. Asansol true copy of which has been marked Ext. W-3 on formal proof dispensed with. As stated earlier the existence of such a settlement has not been specifically denied on behalf of the management and on the evidence and record it must be held that such a settlement was arrived at the instance of some union after the lockout. Paras 1, 2, 3 & 4 of the said settlement are very relevant and there are as follows:

1. Agreed that the management of Ratibati Colliery of M/s. West Bengal Mining Company (hereinafter referred to as the management) P.O. Kalipahai, Dist. Burdwan shall lift the lockout at Ratibati Colliery (hereinafter referred to as the Colliery) and shall commence taking necessary action to re-open the colliery in stages by phased programme within a week from the date of receipt of permission from the Directorate of Mines Safety. The management shall apply in writing to the Directorate of Mines Safety for permission to re-open the colliery by the 15th November, 1967.
2. Agreed that the management shall put in maximum efforts to accelerate full commissioning of the colliery with a view to attaining normal working as early as possible, say within three months but in any case not after than six months from the date of receipt of the permission of the Directorate of Mines Safety to resume mining operations at the Colliery.
- 3(i). Agreed that the management shall absorb all the workers who were on work at the colliery during the week ended on the 6th May, 1967 including those who were on leave including sick leave, in stages within a period of six months from the date of receipt of permission of the Directorate of Mines Safety for resuming mining operations at the colliery and if any workman is not absorbed on account of default on the part of the management, at the expiry of the period mentioned above, he shall be treated as on duty at the colliery with effect from the date immediately after the expiry of the period mentioned above.
- 3(ii). Agreed that the absorption of the workmen as per the requirement from time to time shall be made by the management on the basis of the seniority of the workmen in their respective categories.
- 3(iii). Agreed further that the management shall provide to the workmen of the colliery who remain idle during the period of phased programme of their absorption and are available at the colliery, all temporary and casual jobs as and when required by the management, on the basis of seniority amongst the available workmen, if such jobs do not require any special skill and workmen possessing such special skill are not available at the colliery and pay wages at rates payable for such jobs.
- 4(i). Agreed that the period of idleness of all workmen of the colliery with effect from 8th May, 1967 to the date immediately prior to their final absorption at the colliery shall be treated as leave without wages and the workmen shall not be entitled to any wages or compensation for the period of their idleness with effect from 8-5-1967 to date immediately prior to their final absorption at the colliery.
- 4(ii). Agreed that the workmen of the colliery who will not be absorbed may be granted leave with wages due to them in batches after the expiry of three months from the date of receipt of permission of the Directorate of Mines Safety to resume mining operations if they apply in writing for the purpose and in respect of the workmen who are actually absorbed, their applications for leave will be considered by the management according to the exigencies of work.

Thus from the above agreement it is clear that all the workers including the workmen concerned were to be absorbed by the management of Ratibati Colliery in phases. The fact that the lockout in the colliery was lifted on 31-1-1968 is admitted by the present management also in para 5 of their written statement.

10. It is the case of the workmen that out of 457 persons who were made available, all of them were given employment either by the erstwhile management or by the present management after take over but these 132 persons were

not given employment. The management, however, has denied that they made any new appointment or took any old worker after take over or nationalisation. The question whether any of the old workers were taken or not is not very material for the purpose of this case as all the 457 persons have not come up in the Reference. The question is of these 132 workmen concerned only and as per Tripartite Settlement they were entitled to be absorbed by the management in phases after the lockout was lifted. A time limit of six months was also fixed under the settlement for absorption of all the concerned workmen. But in spite of it these concerned workmen have not been absorbed even by the present management.

11. A plea has been taken on behalf of the present management that the aforesaid settlement is not binding on them. But this plea is not tenable at all. Lockout simply means that the colliery was simply closed for some time for some reason or other. In a lockout the relationship of employer and employee remains as before and it does not contemplate the severance of the relation of employer and employee and in spite of the lockout it must be deemed that the concerned workmen remained on the rolls of the management and they were still workmen under the management and were neither retrenched nor dismissed. In that view of the matter the concerned workmen were entitled to be taken back in employment by the management after the mine was re-opened, but even after the present management did not take any step to absorb them.

12. Under Section 18 of the Industrial Disputes Act a settlement arrived at in the course of conciliation proceedings is binding not only on the parties to the industrial disputes but also on his heirs, successors or assignees. After the passing of the Coal Mines Nationalisation Act the present management became the successor in interest or assignee of the erstwhile management. In this connection Section 14(1) of the Coal Mines Nationalisation Act, 1973 is also relevant. It provides that every person who is a workman and has been immediately before the appointed day in the employment of a coal mine shall become an employee of the Central Government on and from the appointed day on the same terms and conditions of service. As stated earlier the concerned workmen have not ceased to be the employees of the erstwhile management by virtue of the lockout and they continued to be the employees of the erstwhile management even on the appointed day and therefore U/S 14 of the Coal Mines Nationalisation Act they will be deemed to be the employees of the present management. The present management cannot escape the liability of Section 18 of the Industrial Disputes Act and Section 14 of the Coal Mines Nationalisation Act.

13. The only plea taken by the present management in para 7 of their written statement that after take over following re-organisation of the collieries, Ratibati colliery no longer exists as such as a separate colliery but it is amalgamated with Chapui Khas and adjoining mines. This utmost shows that some other collieries were also amalgamated with Ratibati Colliery for the convenience of administration but Ratibati Colliery did never lose its existence. In fact the Reference itself would show that it is against management of Ratibati Colliery of M/s. Eastern Coalfields Ltd. By this re-organisation rather the jurisdiction of Ratibati Colliery was extended to other areas also but it never lost its existence and in such circumstances it cannot be said that the management of the Ratibati Colliery is not bound by any such settlement. It is a matter of common experience that after take over and nationalisation several small collieries have been merged together and have formed one unit or area but that does not mean that the said unit has got no liability against its old workers. Even MW-2 Sri G. N. Sinha has admitted that the present Ratibati (R) Colliery there are two units consisting of Ratibati and Chapui Khas. Thus Ratibati has not lost its existence till now and it is still a separate unit known as Ratibati Colliery.

14. During the course of argument it was also urged on behalf of the management that no Reference can be made over the implementation or non-implementation of a settlement. According to them the concerned workmen have raised their demand on the basis of the Tripartite Settlement

and if the management did not implement the said settlement the proper course for the workmen was to file an Application U/S 33(c)(1) of the Industrial Disputes Act for wages during the idle period, but there can be no Reference for non-implementation of the alleged settlement. In the present case however the Reference is regarding justifiability or otherwise of the management in refusing employment to these concerned workmen. It cannot be denied that the concerned workmen were on the rolls of the erstwhile management and the lockout did not sever their relationship as an employer and employee and U/S 14 of the Coal Mines Nationalisation Act the concerned workmen are entitled to be absorbed by the present management on the same terms and conditions of service. Their case is further strengthened from the fact that the erstwhile management had also entered into a Tripartite Settlement to absorb them within a period of six months of the re-opening of the mine but it was not done till today. The said contention of the management, therefore, has got no force.

15. The workmen have in all examined three witnesses all of whom have stated that they were employees of the erstwhile management but they were not given employment by the present management inspite of representation. WW-2 is Sri Sasupada Tatadar working as an Asstt. Surveyor. He has stated that he got re-employment after the colliery opened and according to them they were 1500 employees in the colliery prior to lockout and all of them were taken excepting the workmen concerned. WW-3 is Sri Pokhan Dhari one of the concerned workmen who claimed to have been appointed in the colliery in the year 1961. He has also stated that out of 457 persons who were not taken by the previous owners 325 were taken by the Government after take over and nationalisation and these 132 were left over. The management, however, has denied that they ever took any old workman after take over or nationalisation. Their case is that after take over only persons under the voluntary retirement scheme or dependents of old workmen or land owners have been taken in employment but no new appointment has been made. WW-3, however, in his cross-examination has stated the names of some persons who were taken by the present management after take over. But this fact has not been controverted by any document of the management.

16. Further as stated earlier the question whether any of the old workmen were taken by the management or not is not very material. The management was bound to take back the concerned workmen who are old employees of the erstwhile management. It will also appear that the claim of the management that no new appointment was made is also not correct. MW-1 has admitted in his cross-examination that at the time of take over of Ratibati unit the man-power was about 1400. In para 7 he has stated that there were 1400 old employees in Ratibati unit at the time of take over. Ext. M-2 is the area-wise man-power of Ratibati Colliery which has been supplied by the management themselves. Ext. M-3 is the statement of area-wise production and main-power of Ratibati Colliery. It was prepared by MW-2. These two statements will show that there is no figure available for January, 1973 when the mine was taken over. In December 1974 the total man-power was 2338 and in December 1975 it was 2560. This will also appear from Ext. M-3 which shows the man-power in 1973-74 as 2338 and in 1974-75 as 2560. Admittedly at the time of take over the man-power of Ratibati Colliery was only 1400 or 1500 as admitted by MWs. In that case the figure 2338 or 2560 as man-power clearly indicate that either several new appointments were made after take over or nationalisation or several persons were brought here on transfer ignoring the case of the concerned workmen. During the course of argument, however, it was urged on behalf of the management that this figure relate to Ratibati as well as Chapui Khas but this is not clear from the statements Exts. M-2 & M-3. Ratibati and Chapui Khas taken together is now known as Ratibati (R) Colliery according to MW-2. But Exts. M-2 & M-3 do not indicate that the man-power is of Ratibati (R). Further the union has also filed Ext. W-8/5 dated 27-7-74 which would show that as many as 28 casual wagon loaders of Chapui Khas unit were transferred to Ratibati Colliery where they were to report for duty from 24-6-1974. This letter proves two things. Firstly certain employees of Chapui Khas unit were transferred to Ratibati Unit ignoring the claim of the concerned workman and

secondly it also proves that Ratibati unit is still even now a separate unit and is treated separately as such and the contention of the management that it has lost its existence falls to the ground.

17. It will also appear that under law Form 'B' register is to be maintained by every colliery and the said register contains the full address of a workman including the date of his appointment or transfer. The Form 'B' register of Ratibati Colliery was the most authentic document to show whether any new appointment was made after take over or not or whether any of the old workmen were taken in by the management after take over or nationalisation or not. It is admitted by MW-1 Dy. Personnel Manager that the mine has got Form 'B' & 'C' registers. In that case Form 'B' register should have been filed by the management to falsify the case of the union that neither any new appointment was made nor any of the old workers were taken by the management after take over. The man-power list itself shows that there was vast increase in the number of workmen after take over. The fact that there has been decrease in the subsequent years is of no avail. WW-3 has specifically stated certain names of old workers in his cross-examination saying that they were taken by the present management after take over of the management. This version of WW-3 could easily have been falsified by filing Form 'B' register. No reason has been assigned as to why Form 'B' register or old records of the erstwhile management which admittedly came under the custody of the present management have not been filed before this Tribunal and non-filing of those documents leads to adverse inference of the present management.

18. It may also be stated that though the management has not specifically challenged the identity of the concerned workmen as old employees of the erstwhile management still the workmen, besides examining themselves, have filed certain authentic documents to prove that they are old employees of this colliery. Ext. W-1 is the bonus card of Mahajan Kurmi one of the concerned workmen. Exts. W-2 to W-2/5 are his Provident Fund annual statement of account. Exts. W-9 to W-9/20 are the annual statement of accounts of Provident Fund of other concerned workmen. These documents clearly indicate that the concerned workmen are old employees of this colliery and they are not imposters.

19. The workmen have also filed certain letters Exts. W-4 to W-6 of the year 1968 sent by the union to the R.L.C. and the Labour Minister for their claim. In these letters certain allegations were made against the erstwhile owner saying that they have engaged new workers ignoring the claim of the concerned workmen. These letters simply show that the union pressed the case of these workmen till the year 1968 but thereafter it appears the union did not take any step and for the first time dispute was raised again by a letter Ext. W-7 dated 31-3-1979 by the present union which was addressed to the A.L.C. Asansol. From a perusal of this letter it will appear that some discussions were held with the R.L.C. Asansol and as per minutes of discussion dated 22-2-1979 it was resolved to file the dispute afresh. Accordingly the details of the dispute was forwarded to the A.L.C. on the basis of which conciliation started which ended in failure. This letter also gave the names of the concerned workmen for whom the dispute was raised.

20. There is nothing to prove on behalf of the management that even before conciliation proceedings they challenged the genuineness or identity of the concerned workmen and so on the evidence on record it must be held that the concerned workmen are not fictitious persons. Further as stated earlier their identity has not been seriously disputed by the management.

21. Considering all the facts and circumstances of the case and evidence on record I hold that the action of the management of Ratibati Colliery in refusing employment to these concerned workmen is full unjustified and illegal and therefore the concerned workmen are entitled to be absorbed permanently under the present management.

22. The next question as to from which date they are to be absorbed and to what relief they are entitled. It appears that after 1968 the union did not take any step and for the first time a fresh move was made by the union by a

letter Ext. W-7 dated 31-3-79. In the circumstances I think the ends of justice would be met if the concerned workmen are employed with effect from the date of award with full back wages.

23. To sum up, I hold that the action of the management in refusing employment to the concerned workmen is unjustified and the concerned workmen are entitled to be absorbed by the present management with full wages from the date of this award.

24. I give my award accordingly.

J. N. SINGH, Presiding Officer

[No. L-19011(13)/79-D. IV (B)]

New Delhi, the 2nd April, 1983

S.O. 1879.—In pursuance of section of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal at Calcutta, in the industrial dispute between the employers in relation to the management of Bankola Sub-Area of Messrs. Eastern Coalfields Limited, Bankola, Post Office Ukhra, District Burdwan and their workmen, which was received by the Central Government on the 30th March, 1983.

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, CALCUTTA

Reference No. 84 of 1978

PARTIES :

Employers in relation to the management of Bankola Sub-Area of Eastern Coalfields Limited, Bankola.

AND

Their Workmen.

APPEARANCES :

On behalf of Employers.—Mr. M. N. Kar, Advocate, with Mr. S. K. Acharya, Personnel Manager.

On behalf of Workmen.—Mr. B. S. Azad, General Secretary of the Union.

STATE : West Bengal INDUSTRY : Coal

AWARD

By Order No. L-19012(36)/78-D-IV(B) dated 21st October 1978 the Government of India, Ministry of Labour, sent the following dispute to this Tribunal for adjudication :—

“Whether the action of the management of Bankola Colliery under Bankola Sub-Area of Eastern Coalfields Limited in stopping the twenty-two workmen as mentioned in the Annexure from work with effect from 9-6-1977 is justified ? If not, to what relief are the concerned workmen entitled ?

ANNEXURE

1. Sk. Moinuddin
2. Sk. Shajeed
3. Sk. Sahadul
4. Satyanarayan Paswan

5. Sher Singh
6. Sitaram Gupta
7. Santu Modi
8. Nabin Mondal
9. Safi Alam
10. Sk. Sha Mohammad
11. Sk. Jahur
12. Hemlal Yadab
13. Liloor Yadab
14. Ramawatar Shew
15. Sk. Idrish
16. Sk. Daud
17. Chandra Koiri
18. Gulap Harijan
19. Sk. Murtuza
20. Kanailal Kaot
21. Manik Bouri
22. Tapan Garal.”

2. The facts in brief are these : The case of the Union is that the concerned 22 workmen were engaged by the management of the Eastern Coalfields Limited for regular employment and they had to work as rail line mazdoors, packing, timbering, cleaning and drift driving mazdoors etc. and also in underground. They deny to have ever worked in the contract of Sk. Sahadul alias Sk. Sabdul Mian, that the management illegally terminated their services with effect from 9 June 1977 without any notice and without any reason. It is prayed that they may be reinstated with full back wages.

3. The management says that none of the 22 concerned workmen were in their direct employment except for a short period in 1977, that they were working under some contractors periodically in the Bankola Colliery in different types of work as and when required and when the contractors refused to do the special work in connection with depillaring, the management, at their own request, employed them directly for completion of the specified job for a period from 20 March 1977 to 8 June 1977 as there was exigency and the work was time-bound with the clear understanding that as soon as the work was completed their services would stand terminated and they will have no claim whatsoever in future and hence they automatically ceased to be employed in the colliery on completion of the job on 8 June 1977 and that they are not entitled to any relief.

4. It is not disputed that their services stood terminated with effect from 9 June 1977. In other words, the management stopped them from work from that date. The issue is whether this action of the management is justified. Before answering this issue it is necessary to ascertain as to which version of the story on the point of employment is correct. I think, the management's story has to be accepted as true. The union do not say as to when they were engaged by the management for regular employment in jobs of permanent nature. There is not a single chit of paper to support them that they had ever been directly employed by the management prior to 20 March 1977. They have examined three witnesses, WW-1 Satya Narain Paswan (No. 4 of the reference), WW-2 Sher Singh (No 5 of the Reference) and WW-3 Bishwanath Das, Mining Sirdar. WW-2 has said that “Mukherji Sahib appointed us to work”. He does not say when ? WW-1 admits in cross-examination and WW-2 also says in his chief that all of them used to get wages by putting signature or thumb impression on wage sheets. The wagesheets (Ext. M-1) do not support their contention. These wagesheets show that WW-1 received payment of Rs. 418.50 P. for week ending on 20 April 1977 for having worked for 27 days, that he further received Rs. 139.50 P. for weeks

ending 21 April 1977 to 8 June 1977 for having worked only for 9 days. He worked in depillaring which was a specified job to be completed within a period in between 20-3-74 to 8-6-77. WW-1 denied to have worked under Sahadul contractor prior to 20-3-77 but Ext. M-10 which is a letter from Asstt. Labour Commissioner (Central), Raniganj to the Regional Labour Commissioner (Central) dated 10-8-78 indicates that they worked from August 1975 to February 1977 under the contractor Sahdul. WW-3 Bishwanath Das, a Mining Sirdar worked in the Bankola Colliery from 1979 as Mining Sirdar. He does not say that they were directly employed by the management at any time prior to 20-3-77. The names of the concerned workmen are not entered in B form registers (Exts. M-3, M-4 and M-5). There is no evidence of any deduction of any provident fund from their salary. No complaint was ever made by any of the 22 concerned workmen to the Prov. Fund Commissioner about the non-deductions of the Provident fund amount. All these show that they had not been directly employed by the management at any time prior to 20-3-1977. MW-1 M. K. Mukherjee was the Manager of Bankola colliery from the year 1968 and continued as such upto 1978. He denied to have appointed Satya Narian Paswan or Sher Singh in 1972 or at any time. He admitted that these persons worked for a short period as casual workers in 1977 for a particular job under the direct employment of the company. Ext. M-6 is the note of the Manager of Bankola Colliery for sanction of materials and man power on casual basis. The various work orders Nos. 1088 dt. 4-10-75, 1298 dt. 12-1-76, 1089 and 1064 dated 1-10-75 (Ext. M-7) go to show that the concerned workmen had worked under the contractor Sahdul Mian in 1975 and 1976. Payments were made to Sahdul Mian (vide Ext. M-8 the payment sheets).

5. From the above it is clear that the concerned workmen were not directly employed by the management prior to 20 March 1977 and that they worked under direct employment of the management only for a brief period from 20 March 1977 upto 8 June 1977 for the specified job of depillaring as alleged by the management.

6. It is also clear that the 22 concerned workmen had worked from August 1975 to February 1977 under the contractor Sahadul Mian. The fact is proved by the letter (Ext. M-10) sent by the Asstt. Labour Commissioner (Central) to the Regional Labour Commissioner (Central) dated 10-8-78. The work orders (Ext. M-7) and the payment sheets (Ext. M-8) also indicate that they so worked in 1975 and 1976. In their written statement, the management has taken the stand that the concerned workmen had been working under contractors at times and not regularly, on different jobs. The witnesses (WW-1 and WW-2) of the workmen have been cross-examined on the line that they previously worked under Sahadul Contractor in 1975 and 1976. I accordingly hold that prior to the direct employment by the management in March 1977 the concerned workmen had been working under Sahadul Contractor—1975 and 1976—in Bankola Colliery. However even in such a situation the real employer would be the management and not the contractor vide 1978 II LLJ 397—AIR 1978 1410 (Hussain bhai v. Alath Factory Thozhilali Union).

7. For the above reasons my award is that the action of the Management of Bankola Colliery under Bankola Sub-area of Eastern Coalfields Limited in stopping the 22 workmen concerned in this reference from work with effect from 9 June 1977 is unjustified. These workmen, therefore, are reinstated as casual workmen under the aforesaid management and they should be provided with work as and when required as was being done previously. They are, however, not entitled to any back wages as any ground of the same would merely be speculative and conjectural.

M. P. SINGH, Presiding Officer
[No. L-19012(36)/78-D.IV(B)]

S.O. 1880.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal at Calcutta, in the industrial dispute between the employers in relation to the management of Benalee Colliery of Eastern Coalfields Limited and their workmen, which was received by the Central Government on the 30th March, 1983.

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, CALCUTTA

Reference No. 98 of 1980

PARTIES:

Employers in relation to the management of Benalee Colliery of Eastern Coalfields Limited;

AND

Their workmen.

APPEARANCES:

On behalf of Employers—Shri N. Das, Advocate.

On behalf of Workmen—Absent.

STATE: West Bengal.

INDUSTRY: Coal Mines.

AWARD

By Order No. L-19012(47)/80-D.IV(B), dated 15th December, 1980, the Government of India in the Ministry of Labour, referred the following industrial dispute between the employers in relation to the management of Benalee Colliery and their workmen, to this Tribunal, for adjudication, namely:—

SCHEDULE

“Whether the action of the management of Benalee Colliery of Eastern Coalfields Limited, Post Office Searsole Rajbari, District Burdwan in terminating the services of Shri Seomoni Singh and 62 others as mentioned in the original representation dated 14th March, 1980 of the union was justified? If not, to what relief the workmen concerned are entitled and from what date?”

ANNEXURE

Guards

1. Seomoni Singh.
2. Ramashankar Singh.
3. Atabika Singh.
4. Paras Singh.
5. Phani Bhusan Ojha.

Loaders

6. Kusahar Harijan.
7. Tatar Harijan
8. Munilal Harijan.
9. Debnath Dusadh.
10. Nanda Kishore Yadav.
11. Abdul Mia.
12. Jatan Harijan.
13. Chandra Path Bhar.
14. Rambrich Gope.
15. Shibnarayan Prasad.
16. Jamuna Show
17. Rajmoni Harijan.
18. Rashu Bouri.
19. Bijoy Shankar Dubey.
20. Giridhari Rajbhar.
21. Badyanath Rajbhar.
22. Sliyannarayan Rajbhar.
23. Mohan Kahar.
24. Ramdhani Kahar.

Typist

25. Sudhangshu Kumar Ghosh.

Electric Helper

26. Chandi Das.

Wagon Loaders

27. Kalomoni Kora.

28. Kajoli Bouri.

29. Dhaneswar Khaira.

30. Shibu Khaira.

31. Basu Bouri.

32. Jogia Bkua.

33. Satya Bouri.

34. Lehali Bouri.

35. Gulabi Khaira.

36. Lachman Khaira.

37. Jitan Turi.

38. Sahadeb Turi.

39. Roshani Kora.

40. Kamali Kora.

41. Gopal Kora.

42. Bqdani Kora.

43. Chandmoni Mejhan.

44. Chhabhi Mejhan.

45. Maku Mejhan.

46. Ganesh Majhi.

47. Gonda Majhi.

48. Boda Majhi.

49. Ch. Mongli Mejhan.

50. Kandu Mejhan.

51. Lakhi Ruidas.

52. Buli Ruidas.

53. Padda Ruidas.

54. Sidheswari Ruidas.

55. Anguri Ruidas.

56. Chari Ruidas.

57. Molari Kora.

58. Bhadi Kora.

59. Sohm Khan.

60. Kamal Khan.

61. Rafik Khan.

62. Harkhil Khan.

63. Rajak Mallick."

2. The Union themselves have said in their written statement that the Benalee Colliery was closed on 29th August, 1970 and that the then employer, namely, the erstwhile management of Nimcha Coal Co. the owner of the said Benalee Colliery terminated the services of all the workmen of that Colliery. The Colliery was nationalised on 1st May, 1973. It is thus clear that the services were terminated on 29th August, 1970 by the erstwhile Company due to the closure of the Benalee Colliery. Their services were not terminated by the Government Company, i.e. the E.C. Ltd. Sri N. Das, appearing for the management of Benalee Colliery has pointed out that in Ref. 49 of 1970, Sri B. N. Banerjee, the then Presiding Officer, by his award dated 12th January, 1971 gave a finding that the closure of the Colliery aforesaid w.e.f. 29th August, 1970 was legal and justified. The award in Reference No. 49 of 1970 has been filed. The reality and bona fide of the closure of Benalee Colliery on 29th August, 1970 by the erstwhile Company is

not, therefore, in dispute. In that view of the matter, I do not understand as to why the E.C. Ltd., namely, the Government Company should be made liable in any manner for the bona fide act of the old Company. But this case can be disposed of on a different point.

3. The present reference proceeds on a complete misapprehension of fact that the E.C. Ltd. has terminated their services. In fact the E.C. Ltd. never terminated their services. It was the old Nimcha Coal Co. which closed the Benalee Colliery and terminated the services of all workmen including the concerned 63 workmen. There is, therefore, no question of deciding the justification of the action of the Benalee Colliery of E.C. Ltd. The reference being based on a misconception of facts is bad in law. I, therefore, hold it invalid. It follows that the concerned workmen are not entitled to any relief in this reference.

This is my award.

Sd/-

Dated, Calcutta,

The 23rd March, 1983.

M. P. SINGH, Presiding Officer

[No. L-19012(47)/80-D.IV(B)]

S.O. 1881.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Calcutta, in the industrial dispute between the employers in relation to the management of Eastern Coalfields Ltd., Salanpur Area, District Burdwan and their workmen, which was received by the Central Government on the 30th March, 1983.

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL,
CALCUTTA

Reference No. 25 of 1980

PARTIES :

Employers in relation to the management of Eastern Coalfields Limited, Salanpur Area (Burdwan),

AND

Their Workmen.

APPEARANCES :

On behalf of Employers—Mr. Y. R. Mandlaj, Personnel Manager.

On behalf of Workmen—Absent.

STATE : West Bengal.

INDUSTRY : Coal.

AWARD

The Government of India, Ministry of Labour, by their Order No. L-19012(52)/79-D.IV(B) dated 18th April, 1980 referred the following dispute to this Tribunal for adjudication :

"Whether the action of the management of Phulbaria Colliery of Eastern Coalfields Limited, in refusing employment to Shri Pradhan Shah, Munshi with effect from the 5th August, 1975, is justified. If not, to what relief is the concerned workmen entitled?"

2. Phulbaria Colliery was a small mine in the interior of the district of Santhal Paraganas, Bihar like quite a few others in that district spread over at different places. Even when the Coal Mines Authority which was created by the Central Government for taking over the management of Coal Mines under the Presidential Ordinance with effect from 31st January, 1973, took over most of the Coal mines mentioned in the schedule of the Ordinance, these isolated small mines including Phulbaria in the district of Santhal Pargana, Bihar were left out. Due to persistent pressure both political and from the Trade Unions, the Central Government eventually decided to take over all these mines including Phulbaria colliery and they were taken over by the

Custodian. Phulberia mine was a seasonal one and did not work for major part of the year. Even at the time of take over, the mine was lying closed except that some overburden removal work for developing a Quarry was going on. The supervision was under a permit Manager. Towards the end of 1974, during the Winter season some work in the seasonal mine started and working continued till August, 1975 when it was again closed as it was found unworkable and it remains closed thereafter. It may be mentioned that the concerned workman first raised an industrial dispute under Section 2A of the Industrial Disputes Act, 1947 with the Assistant Labour Commissioner (Central), Patna by letter dated 16th August, 1968 but the Assistant Labour Commissioner (C), Patna by letter dated 28th/30th October, 1978 informed the workman that the termination from service due to closure of Phulberia Colliery was justified and that there was no scope for holding conciliation proceedings in the dispute and he closed the dispute. Then the union in question took up his case with the Ministry of Labour, Government of India. That is how the matter developed and ultimately it has been referred to this Tribunal for adjudication.

3. A preliminary point was taken in the written statement and has been raised by the management also at the time of hearing that the sponsoring Union which incidentally had no existence in Phulberia colliery, which is lying closed since August, 1975 itself, has no right to raise any dispute regarding employment or non-employment of any person relating to that colliery. Besides, the sponsoring Union is registered in West Bengal and under its constitution has no authority to raise any industrial dispute in relation to any worker who might have been employed in a colliery outside the State. It is stated that based on information of the employers the concerned person was never a member of this Union nor any resolution was made to sponsor the case of the concerned person.

4. It is well established that when the locus standi of the Union is challenged, the onus is on the Union to prove by relevant documentary evidence that they have been duly authorised to represent the concerned workman either by resolution of the general body of the workmen or of the Executive Committee of the Union vide the case of Deepak Industries Ltd., 1975 Lab. I.C. 1153. In the present case the union was registered in West Bengal. The concerned workman is of Bihar. The union was absent on 5th August, 1981, 15th October, 1981, 17th November, 1981 and 13th September, 1982. They are absent even today (22nd March, 1983). The onus was on the union to prove their locus standi. They have failed to discharge the onus. In absence of any evidence on record it must be held that the union in question is not competent to represent the concerned workman. They had no locus standi to raise this dispute. Accordingly, I further hold that there is no industrial dispute within the meaning of Section 2(k) of the Industrial Disputes Act, 1947. The reference is, therefore, held to be invalid. The concerned workman is not entitled to any relief.

This is my award.

Dated, Calcutta,

The 24th March, 1983.

M. P. SINGH, Presiding Officer

[No. L-19012(52)/79-D.IV(B)]

R. K. GUPTA, Desk Officer

New Delhi, the 26th March, 1983

S.O. 1882.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Dhanbad No. 2 in the industrial dispute between the employers in relation to the management of Dehri Rohtas Light Railway Company Limited Dalmianagar (Rohtas) and their workmen, which was received by the Central Government on the 17th March, 1983.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 2) AT DHANBAD

Reference No. 125 of 1982

In the matter of an Industrial Dispute under Section 10(1)(d) of the I.D. Act, 1947

PARTIES :

Employers in relation to the management of Dehri Rohtas Light Railway Company Limited, Dalmianagar (Rohtas),

AND

Their workmen.

APPEARANCES :

On behalf of the employers—Shri S. S. Mukherjee, Advocate & Shri D. Mukherjee, Advocate.

On behalf of the workmen—None.

STATE : Bihar.

INDUSTRY : Railway.

Dhanbad, the 11th March, 1983

AWARD

This is an industrial dispute under Section 10 of the I.D. Act, 1947. The Central Government by its Order No. L-41011(9)/82-D.II(B) dated the 30th October, 1982 has referred this dispute to this Tribunal for adjudication on the following terms :

SCHEDULE

"Whether the action of the management of Dehri Rohtas Light Railway Company Limited, Dalmianagar (Rohtas) in not departmentalising the workmen as mentioned in Annexure working in their workshop at Dalmianagar is justified? If not, to what relief are workmen entitled?"

ANNEXURE

S. No.	Name of the Employees	Designation
1.	Shri Haider Ali	Turner
2.	Shri Naim Ansari	-do-
3.	Shri Ram Ashish Sharma,	-do-
4.	Shri Nagendra Kumar Choudhury	Machinist
5.	Shri Probodh Kumar Verma	Fitter
6.	Shri Sheo Bachan	-do-
7.	Shri Hira Lal	-do-
8.	Shri Kashinath	-do-
9.	Shri Ram Pyral	-do-
10.	Shri Ramadhar	-do-
11.	Shri Ram Asish	-do-
12.	Shri Boudhi Ram	-do-
13.	Shri Suresh Vishwakarma	Welder
14.	Shri Lallan Sharma	Hammerman
15.	Shri Satya Narain	Khalasi
16.	Shri Mohan	-do-
17.	Shri Brij Bihar	-do-
18.	Shri Krishna	-do-
19.	Shri Rajendra	-do-

There are 19 workmen mentioned in the annexure of the schedule of Reference Sl. Nos. 1 to 3 have been designated as Turner, Sl. No. 4 is Machinist, Sl. Nos. 5 to 12 are Fitters, Sl. No. 13 is Welder, Sl. No. 14 is Hammerman and Sl. Nos. 15 to 19 are Khalasis. The employers happen to be Dehri Rohtas Light Railway Co. Limited, Dalmianagar. According to the schedule of the reference the grievance of these workmen is that the employers have not departmentalised them unjustly. It means that these workmen have not been taken as regular employees of the management of the Dehri Rohtas Light Railway Co. Ltd.

The dispute was raised by the General Secretary, Rohtas Karamchauri Sangh, Post Office Dalmianagar, (Rohtas). This reference was received on 9th November, 1982. Parties were noticed to appear and file their written statement. In response to the notice the management made appearance through Shri S. S. Mukherjee Advocate on the date fixed i.e. 7th December, 1982 and prayed for time to file Written Statement. The union representing the workmen made no appearance. 6th January, 1983 was thereafter fixed for filing Written statement by the parties. The management filed Written statement on that date. Thereafter 3 dates were fixed giving opportunity to the workmen to make appearance and file their Written statement. During the intervening dates the management appeared on all the dates and even prayed for ex parte hearing. Ultimately on 9th March, 1983 order was passed for ex parte disposal on 10th March, 1983 under the expectation that the workmen may appear during the late hours of the day but even on 10th March, 1983 the workmen did not appear. The management pressed for ex parte disposal and so the case of the management was presented by MW-1 Shri R. K. Agarwal, Mechanical Engineer of Dehri Rohtas Light Rly. Co. Ltd. since 1966. MW-1 has said that the workmen mentioned in the annexure to the schedule were never employed by the management. It was mentioned that certain works in the Railway used to be done through contractors and these concerned workmen happened to be the casual labourers of the contractor. The management used to pay the contractors according to the terms of the contract, and the contractor in his turn used to make payment to his workmen. In this manner it is said that these concerned workmen were never employees of the management of the Dehri Rohtas Light Railway Co. Ltd. MW-1 has further said that since 1965 the business of the Dehri Rohtas Light Railway Co. Ltd. is running under loss. So the loss shows that even the permanent workers are faced with the problems of retrenchment. In this background, it is stated by MW-1 that there is no question of absorption of the outsiders like these concerned workmen who worked simply under contractors.

The evidence being ex parte we have no occasion to know what exactly the case of the workmen is. We are not in a position to know how the workmen demands departmentalisation of their services. It is obvious from the terms of reference that the concerned workmen have demanded departmentalisation of their services and it was for them to show the ground on which they raised this dispute. In absence of any document and evidence in support of the workmen and in view of the evidence of MW-1 I have no option but to answer this reference as below :—

The action of the management of Dehri Rohtas Light Railway Company Limited, Dalmianagar (Rohtas) in not departmentalising the workmen as mentioned in Annexure working in their workshop at Dalmianagar is justified. Consequently the concerned workmen are not entitled to any relief.

This is my Award.

[No. L-41011(9)/82-D.II(B)]
J. P. SINGH, Presiding Officer

New Delhi, the 30th March, 1983

S.O. 1883.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, No. 2, Bombay in the industrial dispute between the employers in relation to the management of Post Master Nagpur City Head Post Office, Nagpur and their workmen, which was received by the Central Government on the 25th March, 1983.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL NO. II, BOMBAY
CAMP : NAGPUR

Reference No. CGIT-2/39 of 1982

PARTIES :

Employers in relation to the management of Post Master
Nagpur City Head Post Office, Nagpur.

AND

Their workmen.

APPEARANCES :

For the Employers—Shri D. N. Belekar, Advocate.

For the workman—No appearance.

INDUSTRY : Post & Telegraph. STATE : Maharashtra.

Bombay, the 10th March, 1983

AWARD

(Dictated in the Open Court)

1. By their order No. L-40012(3)/82-D.II(B), dated 20th September, 1982 following dispute has been referred for adjudication under Section 10(1)(d) of the Industrial Disputes Act, 1947.

"Whether the action of the Post Master, Nagpur City Head Post Office, Nagpur in terminating the services of Shri C. M. Wankhede, Postman with effect from 16th December, 1980 without following the provisions of the I.D. Act, 1947 is justified? If not, to what relief is he entitled?"

2. From the order of Reference it is evident that the dispute is an outcome of the termination of services of Shri Wankhede, a postman, whose services were terminated w.e.f. 16th December, 1980. It is alleged that this was done without following the procedure as laid down in the Industrial Disputes Act, rendering the termination unjustified.

3. Parties to the Reference are Post Master Nagpur City Head Post Office, Nagpur under whom the concerned workman at the relevant period was placed and Shri Wankhede whose address in the order of Reference is shown as C/o Ganar Building, Old Subedar Day Out, Post Office Ayodhya Nagar, Nagpur-24. I have stated the full address of the concerned workman because the record speaks that whenever an attempt was made to serve the workman either with the first notice on receipt of the Reference or the notices at the time of subsequent hearings, the registered letters addressed to the said workman at the given address were invariably returned saying the addressee left the address. The fact that the order of Reference mentions a particular address indicates that when the matter was at the stage of Reference either at the stage during conciliation proceeding before the Conciliation Officer or when the failure report was submitted to the Government, no other address was stated at any time on behalf of the workman and therefore if there is any change in address subsequently it was the duty of the workman concerned to apprise the Tribunal of the change substituting the old address by the new one. It is the fault of the workman that no notice could be served on him and it is his own fault whereby the matter has to be proceeded ex parte.

4. The management has filed their say whereby it is urged that the workman was never continuously in service but was being intermittently employed as and when the necessity arose, and that because of the misconduct committed viz. dereliction in duties, the services were required to be terminated. As the workman remained all along absent there is no challenge to this statement.

5. Be it as it may be, as the record stands the workman having failed to appear either at the initial stage or at the final stage and having failed to submit his statement of claim in response to the notice issued by the Tribunal, there is no other ground but to reject the Reference.

Award accordingly.

M. A. DESHPANDE, Presiding Officer

[No. L-40012(3)/82-D.II(B)]

Date : 16-3-83

CORRIGENDUM

New Delhi, the 4th April, 1983

S.O. 1884.—In this Ministry's Order No. L-42011(22)/81-D.II(B) dated the 30th September, 1982 the following name of the party may be read at No. 4 of the endorsements. The other endorsement will change accordingly in consecutive orders

"The General Secretary, Agriculture and Irrigation Workers Union, Alamadhi, Avadi, Madras-600052."

[No. L-42011(22)/81-D.II(B)]
HARI SINGH, Desk Officer.

* New Delhi, the 26th March, 1983

S.O. 1885.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal No. 1, Dhanbad in the industrial dispute between the employers in relation to the management of Dugda Coal Washery of Central Coal Washeries Organisation of Messrs Steel Authority of India Limited, and their workmen, which was received by the Central Government on the 25th March, 1983.

BLI ORC THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1, DHANBAD

In the matter of a reference under section 10(1)(d) of the Industrial Disputes Act, 1947

Reference No. 18 of 1981

PARTIES :

* Employers in relation to the management of Dugda Coal Washery of Central Washeries Organisation of Messrs Steel Authority of India Limited, Post Office Dugda, District Giridih.

AND

Their workmen

PRESENT :

Mr. Justice Manoranjan Prasad (Retd.), Presiding Officer.

APPEARANCES :

For the Management—Shri T. P. Choudhury, Advocate
For the Workman—Shri B. Lal, Advocate.

STATE : Bihar.

INDUSTRY : Coal Washery

Dhanbad, dated the 18th March, 1983

AWARD

By Order No. L-20012/234/80-D.III(A), dated, the 23rd April, 1981, the Central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947, referred the following dispute to this Tribunal for adjudication :

"Whether the action of the management of Dugda Coal Washery of Central Coal Washeries Organisation of Messrs Steel Authority of India Limited, Post Office Dugda, District Giridih, in demoting Shri Ram Dhari Sharma, from the post of Skilled Operator to Semi-Skilled Operator with effect from the 21st May, 1970 is justified? If not, to what relief is the concerned workman entitled?"

2. The case of the management is that in the night between the 18th and 19th July 1969 when Shri S. D. Choudhury, Graduate Engineer-in-charge of the 'C' shift went on his usual round to the tippler cabin, the concerned workman, Shri Ram Dhari Sharma, who was a skilled operator of the tippler, came out of the cabin and without any provocation abused, intimidated and assaulted Shri S. D. Choudhury

with a lathi causing injury on his person. Thereupon the concerned workman was placed under suspension and this was followed by issue of a chargesheet dated 24-7-1969 against him to which he replied on 1-9-1969 denying the allegations, but, since the explanation was not found to be satisfactory, an enquiry was ordered by the management, and an enquiry committee was constituted for the purpose. The concerned workman, however, for the reasons best known to him, avoided to attend the enquiry in spite of repeated notices with the result that the enquiry was held ex-parte. The enquiry committee examined a number of witnesses including the complainant, Shri S. D. Choudhury, and in a well considered report the enquiry committee held that the charge against the concerned workman had been proved. The proved misconduct of the concerned workman would normally have warranted a very serious punishment like dismissal, but, since it was his first recorded misconduct, a lenient view was taken and he was by order dated 21-5-1970 given a lesser punishment of demotion to the next lower Grade from skilled operator to semi-skilled operator. The domestic enquiry conducted against the concerned workman was quite fair and proper, but, in case it be held by the Tribunal to be not fair and proper, the management may be given a chance to adduce fresh evidence before the Tribunal to prove the charge. Having regard to the gravity of the misconduct, the action of the management in demoting the concerned workman is perfectly justified and he is not entitled to any relief."

3. On the other hand, the case of the concerned workman, which has been sponsored by the Koyala Ispat Mazdoor Panchayat, is that he was, no doubt, served with a chargesheet dated 24-7-1969 alleging that in the night between the 18th and 19th July, 1969, during working of the 'C' shift, when Shri S. D. Choudhury, a Graduate Engineer in-charge of the shift, was on his round, he had assaulted him with a big lathi inflicting injury on his person without any provocation to which he had also replied on 1-9-1969 denying the allegations; but the domestic enquiry was conducted in this case ex-parte behind his back in which the material witnesses were not examined, and, on the basis of such a perfunctory enquiry, which was neither fair nor proper, he was wrongly found guilty and was demoted from the grade of skilled operator to that of semi-skilled operator. His prayer, therefore, is that the order demoting him from the Grade of skilled operator to that of semi-skilled operator be set aside and the financial loss in wages and other attendant benefits suffered by him be paid to him and the loss suffered by him in respect of his due promotion and seniority be restored as if there had been no demotion.

4. Since the question of fairness and propriety of the domestic enquiry was raised in this case, the same was taken up as a preliminary issue by my learned predecessor, Mr. Justice B. K. Ray (Retd.), who, by his order dated 11-5-1982, held that the domestic enquiry was not fair and proper or in accordance with the principles of natural justice, and, in the circumstances, he allowed the management to prove its case afresh before the Tribunal in order to sustain the order of punishment inflicted on the concerned workman. My learned predecessor held the domestic enquiry to be not fair and proper on a technical ground. What had happened in this case was that by order dated 18-8-1969 (Ext. M-4) of the Washery Manager of Dugda Coal Washery an enquiry committee consisting of the following was constituted to enquire into the charge levelled against the concerned workman :

- | | |
|--|-----------|
| (1) Sri C. Ghosh, Senior Production,
Bhojudih Coal Washery | —Chairman |
| (2) Sri S. M. Sharma, Senior Coal
Supplies Officer, Dhanbad | —Member |
| (3) Sri S. K. Mishra, Assistant
Personnel Officer, Dhanbad | —Member |

The aforesaid three member—enquiry Committee had held ex-parte enquiry on 9-9-1969 and 10-9-1969 when Shri S. D. Choudhury, the complainant, and some other witnesses were examined, and, on the basis of the said enquiry, the three-member enquiry committee submitted its enquiry report (Ext. M-8) on 4-10-1969 to the Washery Manager holding the concerned workman guilty of the charge levelled against him. Thereafter it appears from Ext. M-19 that on 2-12-1969 there was an agreement arrived at between the management

and the workmen of Dugda Coal Washery represented by the Koyala Ispat Mazdoor Panchayat, in which, on behalf of the concerned suspended workman, the Koyala Ispat Mazdoor Panchayat expressed regret for the incident on 19th July, 1969 and also assured maintenance of discipline, good behaviour and normal work, and, in consideration of the aforesaid action of the said union, the management, in the interest of harmonious industrial relations, agreed to withdraw the suspension order in respect of the concerned workman and allowed him to resume duties from 2-12-1969; but it was made clear that the chargesheet given to him will remain and will be proceeded with as per rules and the agreement will not in any way prejudice the enquiry proceedings. This was followed by a letter dated 9/12th January, 1970 (Ext. M-12) from the Washery Manager to Shri C. Ghosh, Chairman, enquiry committee, stating that since the enquiry was conducted ex-parte as the concerned workman did not appear before the enquiry committee, it had been decided to give him another opportunity to defend himself and hence another date for enquiry may be fixed and the concerned workman may be asked to produce necessary evidence in his defence. But when the Washery Manager was informed by Shri C. Ghosh, Chairman, enquiry committee, in his letter dated 7-3-1970 (Ext. M-13) that Shri S. M. Sharma, one of the members of the three-member enquiry committee, had been lying sick for the past two months, no date for further enquiry could be fixed at an early date and hence the question of re-constitution of the enquiry committee may be considered if felt necessary, the Washery Manager in his letter dated 13-3-1970 (Ext. M-14) replied that when Shri S. M. Sharma was not likely to resume duty early, the enquiry may be conducted by the remaining two members of the enquiry committee and findings of the enquiry committee may be finalised at an early date. Thereupon the enquiry committee consisting of the remaining two members, namely, Shri C. Ghosh and Shri S. K. Mishra, fixed 25-4-1970 as the date for holding enquiry at the Guest House of Dugda Washery, but since the concerned workman did not present himself before the enquiry committee on 25-4-1970, the enquiry committee consisting of Shri C. Ghosh and Shri S. K. Mishra adopted the previous enquiry report, which had been submitted earlier to the Washery Manager on 4-10-1969 by the three-member enquiry committee consisting of Shri C. Ghosh, Shri S. M. Sharma and Shri S. K. Mishra in which the concerned workman was found guilty of the charge. There was a controversy between the parties on the point as to whether the concerned workman and or had not gone with his defence witnesses on 25-4-1970 to attend the enquiry at the appointed time and place, but without going into that question, it was held by my learned predecessor by his aforesaid order dated 11-5-1982 that in any view of the matter since the two-member enquiry committee consisting of Shri C. Ghosh and Shri S. K. Mishra was re-constituted new enquiry committee, it was not open to this newly reconstituted two-member enquiry committee to rely on the evidences recorded before the three-member enquiry committee and to adopt its previous report and it was obligatory on the part of the newly reconstituted two-member enquiry committee to record evidence led by the management afresh and then to come to a fresh conclusion upon such evidence and to submit its report accordingly, and this having been not done by the newly reconstituted two-member enquiry committee there had been no domestic enquiry in the eye of law and the alleged domestic enquiry was not fair and proper or in accordance with the principles of natural justice, and, in the circumstance, he gave the management a chance to prove its case afresh before the Tribunal in order to sustain the charge and the order of punishment inflicted upon the concerned workman.

5. Consequently the parties have led evidence afresh before this Tribunal in support of their respective cases and I propose to consider the same below.

6. On behalf of the management, besides Shri S. K. Mishra (MW-1), a member of the enquiry committee, who was examined in connection with the preliminary issue regarding fairness and propriety of the enquiry, three more witnesses have been examined, namely, Sri S. D. Choudhury, (MW-2), Shri Guiram Sen (MW-3) and Shri R. N. Sharma (MW-4). Some documents have also been exhibited on behalf of the management. On behalf of the concerned workman, only the concerned workman, Shri Ram Dhari Sharma, (WW-2),

has been examined who had also examined himself earlier as (WW-1) on the preliminary issue regarding propriety and fairness of the domestic enquiry and on his behalf also certain documents have been exhibited.

7. Shri S. D. Choudhury (MW-2), the complainant, is presently working as a Senior Design Engineer in Mecon India Limited, Ranchi, and in July, 1969 he was working as a Graduate Engineer in Dugda Coal Washery of Hindustan Steel Limited which is now known as Steel Authority of India Limited. He has deposed that in the night between the 18th and 19th July, 1969 he was in charge of 'C' shift from 10 p.m. to 6 a.m. of the following morning in respect of raw coal section of Dugda-I and Dugda-II washeries and in that night about 1 p.m. he went to tippler-A as the section was idle that night from 00.30 hours to find out what had happened and there he found that the hopper was empty and 5 K.C. wagons loaded with coal were awaiting their unloading and the concerned workman Shri Ram Dhari Sharma, who was the tippler-A operator, was sitting idle in the cabin. He has further deposed that thereupon he went to the door of the cabin, but seeing him outside the cabin, Shri Ram Dhari Sharma came out of the cabin, and, when he was about to ask him as to why the section was idle, Shri Ram Dhari Sharma enquired from him as to why he complained against him in the Log Book of 16-7-1969 on which he replied that on that day he had ordered him to allow the sample takers of the Superintendence Company of India Limited to take the samples of coal by cleaning the hopper but he had refused to do so and this was simply reported by him in the Log Book for the information of the superior officers, but thereupon Shri Ram Dhari Sharma became furious and started abusing him and threatening him that he would kill him and throw him somewhere. He has next deposed that soon thereafter Shri Ram Dhari Sharma went into the cabin and came out with a lathi which was about 5 ft. long and started charging the same on him, and at that time Shri Abdulla Khan, Fitter Gr-I, who was the fitter-in-charge of the shift, tried to intervene and persuade Shri Ram Dhari Sharma not to do so but he threatened Shri Abdulla Khan also that he would also be beaten if he interfered in the matter on which Shri Abdulla Khan withdrew and kept quiet. It is also his evidence that thereafter he became perplexed and finding himself helpless he started running out of the section but Shri Ram Dhari Sharma chased him to the hopper area and by that time he had injuries on both of his legs as well on both of his hands, and he ran to the Accounts Office, which was nearby, and from there reported the matter on phone to Shri R. N. Sharma, Senior Maintenance Engineer, who advised him to come to his residence on some vehicle whereupon Shri Guiram Sen, driver, who was available there with a jeep, carried him to the residence of Shri R. N. Sharma to whom he narrated what had happened, and, after sometime, Dr. B. Mukherjee, Assistant Medical Officer came to Sri R. N. Sharma's residence and there he gave a report dated 19-7-1969 (Ext. M-10) in writing addressed to the Washery Manager through proper channel, and thereafter he was taken to the hospital alongwith Dr. B. Mukherjee where he was given first-aid treatment and some medicines. The aforesaid evidence of Shri S. D. Choudhury is quite consistent with his earliest written report dated 19-7-1969 (Ext. M-10) given to the Washery Manager soon after the occurrence in the very night of occurrence, and no material contradiction could also be brought out in his cross-examination between his aforesaid evidence before this Tribunal and his evidence in the domestic enquiry where too he had stated the same thing. No previous enmity or anything of that sort between the concerned workman, Shri Ram Dhari Sharma, and Shri S. D. Choudhury has also been alleged by the concerned workman either in his written statement or rejoinder or in evidence before this Tribunal which could be a cause or motive for false implication of Sri Ram Dhari Sharma by Shri S. D. Choudhury, and, on the other hand, it is the specific evidence of Sri Ram Dhari Sharma (WW-2) that he had no enmity with Shri S. D. Choudhury. I, therefore, see no reasons to disbelieve the aforesaid evidence of Shri S. D. Choudhury, (MW-2).

8. The aforesaid evidence of Shri S. D. Choudhury (MW-2) also finds support from the evidence of Guiram Sen (MW-3), the driver of the jeep, who had, in the night of occurrence carried Shri S. D. Choudhury to the house of Shri R. N. Sharma and from the evidence of Shri R. N. Sharma (MW-4) to whom Shri S. D. Choudhury (MW-2) had narrated the

occurrence in the very night of occurrence. That Shri S. D. Choudhury (MW-2) had received injuries that night is also corroborated by the prescription-cum-injury report dated 19-7-1969 (Ext. M-9) which has been proved by Sri R. N. Sharma (MW-4), the then Senior Maintenance Engineer, to be in the handwriting and under the signature of Dr. Mukherjee, the then Assistant Medical Officer Dugda Hospital belonging to Dugda Coal Washery, and which shows that the following injuries were found on the person of Shri S. D. Choudhury (MW-2) :—

- (1) Ecchymosis and swelling on outer aspect of right thigh—2"×3/4".
- (2) Swelling on outer aspect of left thigh.
- (3) Ecchymosis and bleeding injury on outer aspect of right lower arm—1½"×3/8" and swelling round about that.
- (4) Swelling around thumb and little finger.

9. Sri B. Lal, appearing for the workman, has argued that Dr. Mukherjee, who is said to have written the prescription-cum-injury report dated 19-7-1969 (Ext. M-9), has not been examined in this case nor Shri Abdulla Khan, fitter Gr-I, who was in the night of alleged occurrence fitter-in-charge of 'C' shift and who is said to be an eye-witness to the occurrence, has been examined in this case by the management, though Shri Abdulla Khan was present in court on 21-1-1983 to which fact the attention of Shri R. N. Sharma (MW-4) was also drawn during his cross-examination. But so far the non-examination of Dr. Mukherjee is concerned, satisfactory explanation has been given by the management through the evidence of Shri R. N. Sharma (MW-4) that Dr. Mukherjee is not in India and he left India few years back for England where he is serving now. So far Sri Abdulla Khan is concerned, it is true that he was present in court on 21-1-1983, but at the instance of Shri B. Lal appearing for the workman, Shri T. P. Choudhury, appearing for the management, had submitted that he was not willing to examine Shri Abdulla Khan though he was present in court. But this was obviously, as had also been submitted by Shri T. P. Choudhury, because Shri Abdulla Khan's stand had been prevaricating prior to as well as during the course of the domestic enquiry. Hence for non-examination of Shri Abdulla Khan before this Tribunal no adverse inference can be drawn against the management specially when on the evidence already discussed above I see no reason to disbelieve the evidence of Shri S. D. Choudhury who was the complainant and victim of the assault in this case.

10. The concerned workman Shri Ram Dhari Sharma (WW-2) has, no doubt, denied to have assaulted Shri S. D. Choudhury with lathi in the night of occurrence but he is obviously interested in denying it and his is the solitary evidence on this point as no worker of the coal washery working in that shift in that night has come forward to support him. It is the positive evidence of Shri Ram Dhari Sharma (WW-2) that he had no enmity with Shri S. D. Choudhury, and, therefore, as already mentioned above, the question of false implication is also ruled out. On the other hand, Shri Ram Dhari Sharma (WW-2) has stated something in his examination-in-chief itself which leads support to the evidence of Shri S. D. Choudhury and which might have given a cause of grievance and annoyance to him against Shri S. D. Choudhury in the night of occurrence. Sri Ram Dhari Sharma (WW-2) has stated in his very examination-in-chief that the Superintendence company was the contractor of Dugda Coal Washery and the duty of the men of the Superintendence company was to take samples of coal which used to come to the washery from different collieries loaded in different wagons, but they did not use to take samples of coal directly from the wagons, and the procedure was that from the wagons the coal used to be unloaded in the hopper and from the hopper it used to go to the screening plant and it was from the screening plant that they use to take samples of coal. He has further deposed that in the hopper 5 wagons of coal could be unloaded at a time but the men of the Superintendence company used to select 4 or 5 wagons for taking samples of coal out of a large number of wagons standing there and for that purpose they insisted that 5

wagons of coal unloaded in the hopper should be cleared off and the hopper should be cleaned before they could take samples of coal of their selected wagons by unloading them one by one, but since this meant slowing down the process of unloading of coal from the wagons for which the management of the coal washery might have asked explanation from him, he use to unload the coal of selected wagons one by one as desired by the men of the Superintendence company only on the orders of the officers of the coal washery, but the men of the Superintendence company wanted that he should unload coal of the wagons selected by them one by one on their orders without waiting for the orders of the officers of the coal washery. It is next his evidence that Shri S. D. Choudhury, who was at that time a trainee Graduate Engineer in Dugda Coal Washery and was working as shift engineer on the alleged night of occurrence, had told him orally to get the unloading of wagons done as desired by the men of the Superintendence company but he declined to do so and asked Shri S. D. Choudhury to give him said instruction in writing before he could follow the instruction of the men of the Superintendence company, but Shri S. D. Choudhury did not give him the said instruction in writing on which he told him that he would not follow his instruction given to him orally unless he gave it in writing. From the evidence of Shri S. D. Choudhury (MW-2), which I have already discussed above, it would also appear that refusal on the part of the concerned workman Shri Ram Dhari Sharma to obey the orders of Shri S. D. Choudhury to allow the men of Superintendence company to take the samples of coal by cleaning the hopper was the genesis of the occurrence, and the said genesis has been admitted by the concerned workman, Shri Ram Dhari Sharma (WW-2) in his very examination-in-chief, and this also lends support to the version of the occurrence as deposed to by Shri S. D. Choudhury (MW-2), which, as already mentioned above, I see no reason to disbelieve.

11. On a consideration of the entire relevant evidence on the point, as discussed above, I, therefore, hold that the charge that in the night between 18th and 19th July 1969 during the working of 'C' shift when Shri S. D. Choudhury, Graduate Engineer in-charge of the night shift, went on his usual round to the tippler cabin, the concerned workman, Shri Ram Dhari Sharma, skilled operator (Tippler), came out of the cabin and without any provocation intimidated and assaulted Shri S. D. Choudhury with lathi causing injuries on his person stands fully proved. The aforesaid proved act of the concerned workman was an act of misconduct under clause 29(IX) of the Standing Orders for Hindustan Steel Limited, Dugda Coal Washery, printed copy which has been placed before me during the course of the arguments. The said misconduct under clause 29(IX) of the Standing Orders relates to assaulting or intimidating any employee or officer or threatening to assault or intimidate or use abusing language for an employee or officer of the company within washery premises or company's estate subversive of discipline. Penalty for misconduct have been provided in clause 30 of the Standing Orders which includes stoppage of increment, reduction to a lower grade or post of lower stage in a time scale, removal from service which does not disqualify for future employment and dismissal from service which disqualifies for future employment. The concerned workman, who has been found guilty of the aforesaid grave misconduct of assaulting and intimidating an officer of the coal washery within the washery premises, during duty hours, was, instead of being removed or dismissed from service, simply reduced in rank from skilled operator to that of semi-skilled operator by order dated 21-5-1970 (Ext. M-3) of the Washery Manager.

12. On behalf of the concerned workman, copies of some past office order and letters have been filed to show his previous good service records. Ext. W-2 is an office order dated 15-11-1962 of the Chief Mining Engineer of Dugda Coal Washery awarding Rs. 50/- to 4 employees of the coal washery including the concerned workman for very timely and courageous action in saving the row coal reclaiming tunnels A and B from being drawn due to heavy rains on

15th July, 1962. Ext. W-3 is a letter dated 28-10-1966 from the Senior Washery Engineer to the concerned workman appreciating the enthusiasm of the workers of the coal washery and encouraging them to do better. Ext. W-4 is a letter dated 4-12-1968 of the Washery Manager addressed to the concerned workman congratulating him to have completed 82 wagons from tippler-A and 62 wagons from tippler-B thus totalling 144 wagons, the highest so far in A shift from 6 A.M. to 2 P.M., on 3-12-1968.

13. The aforesaid papers filed on behalf of the concerned workman, no doubt, show that he had a good past service records. But it is also precisely the case of the management that the proved misconduct of the concerned workman would normally have warranted a very serious punishment like dismissal but since it was his first recorded misconduct a lenient view was taken and he was by order dated 21-5-1970 (Ext. M-3) given a lesser punishment of demotion only to the next lower Grade from skilled operator to semi-skilled operator.

14. Some arguments were also advanced regarding the powers of Tribunals to interfere with punishments imposed by management in such cases. It was held by the Supreme Court in the case between the Hind Construction and Engineering Company Limited and their workman (1965—1 L.L.J.—462) decided on 9-11-1964 that the award of punishment for misconduct under the standing orders, if any, is a matter for the management to decide and if there is any justification for the punishment imposed, the Tribunal should not interfere. The Tribunal is not required to consider the propriety or adequacy of the punishment or whether it is excessive or too severe. But where the punishment is shockingly disproportionate regard being had to the particular conduct and the past record or is such as no reasonable employer would ever impose in like circumstances, the Tribunal may treat the imposition of such punishment as itself showing victimisation or unfair labour practice. In the case between the Management of the Federation of Indian Chambers of Commerce and Industry and their Workmen, Sri R. K. Mittal (1971—2 L.L.J. 630) decided on 15-11-1971 also, which has been cited by Sri B. Lal, appearing for the concerned workman, the same view has been reiterated by the Supreme Court that it is a settled rule that the award of punishment for misconduct is a matter for the management to decide and if there is justification for punishment imposed, the Tribunal should not interfere; but where the punishment is so disproportionate that no reasonable employer would ever have imposed it in like circumstances, the Tribunal may treat the imposition of such punishment as itself showing victimisation or unfair labour practice. After reviewing several previous decisions, it was also held by the Supreme Court in the case of the Workmen of Firestone, Tyre and Rubber company and the Management and others (1973, 10-S.C.L.J.—159) that this was the law laid down by the Supreme Court as on December 15, 1971 when the new section 11A of the Industrial Disputes Act, 1947 came into force which introduced some changes in the existing law regarding the powers of Tribunals to interfere with the punishment of discharge or dismissal imposed by the management, giving the Tribunal unfettered powers to give such relief to the workman including the award of any lesser punishment in lieu of discharge or dismissal, as the circumstances of the case may require. But this change in law introduced by the new section 11A was confined, as the wordings of the section itself unambiguously proclaimed, to cases relating to discharge and dismissal of a workman, and not to cases in which any other lesser punishment has been imposed on the workman like reduction in rank. Therefore, the law laid down by the Supreme Court that the award of punishment for misconduct under the standing orders, if any, is a matter for the management to decide, and the Tribunal should not interfere with it except when it is shockingly disproportionate to the misconduct as to suggest victimisation, still hold good, so far as punishment, other than discharge or dismissal, are concerned. In the instant case since it can not be said by any stretch of imagination that the punishment of reduction in rank of the concerned workman from the Grade of skilled operator to that of semi-skilled operator for his grave misconduct of assaulting and intimidating an officer of the coal washery on duty within the washery premises was

shockingly disproportionate to suggest victimisation, the same does not call for any interference by the Tribunal.

15. In the result, it is held that the action of the management of Dugda Coal Washery in demoting the concerned workman, Shri Ram Dhari Sharma, from the post of skilled operator to semi-skilled operator with effect from the 21st May, 1970 is justified, and the concerned workman is not entitled to any relief. In the circumstances of the case, however, there will be no order as to costs.

MANORANJAN PRASAD, Presiding Officer

[No. L-20012(234)/80-D.III(A)]

New Delhi, the 26th March, 1983

S.O. 1886.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal No. 2, Dhanbad, in the industrial dispute between the employers in relation to the management of East Bhuggatdih Colliery of Messrs Bharat Coking Coal Limited, Post Office Jharia, District Dhanbad, and their workmen, which was received by the Central Government on the 23rd March, 1983.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 2) AT DHANBAD

Reference No. 11 of 1982

In the matter of an industrial disputes under Section 10(1)(d) of the I.D. Act, 1947.

PARTIES :

Employers in relation to the management of East Bhuggatdih Colliery of Messrs Bharat Coking Coal Ltd., P.O. Jharia, Dist. Dhanbad.

AND

Their workmen

APPEARANCES :

On behalf of the employers—Shri B. Joshi, Advocate.

On behalf of the workmen—Shri B. K. Ghosh, Member, Executive Committee, Janta Mazdoor Sangh.

STATE : Bihar.

INDUSTRY : Coal.

Dhanbad, dated 15th March, 1983

AWARD

This is an industrial dispute under Section 10 of the I.D. Act, 1947. The Central Government by its order No. L-20012-(327)/81-D.III(A) dated, the 6th February, 1982 has referred this dispute to this Tribunal for adjudication on the following terms :—

“Whether the demand of the workmen of East Bhuggatdih Colliery of Kustore Area of Messrs Bharat Coking Coal Ltd., Post Office Jharia, District Dhanbad that Shri Dayanidhi Tanti, Fitter Helper should be regularised on the Post of Fitter and placed in Category-IV is justified? If so, to what relief is the workman concerned entitled?”

The demand of the workman Shri Dayanidhi Tanti, as will be seen from the schedule quoted above is that he should be placed in Cat. IV of the Wage Board Recommendation. The concerned workman was appointed as Fitter Helper from 20-7-64. His case further is that for the past 10 years he has been working as Fitter, Fitter Helper in Cat. II while Fitter is in Cat. IV. His claim is based on the facts that some of his

juniors namely S/Shri Rob Khan, Samsuddin Mia had been absorbed as Fitter by-passing his claim.

The management assailed his claim on the ground that for being designated as fitter non-skill and semi-skill have to pass a trade test. The management admitted that fitter helpers after some experience are given chance to work as fitter so that they may gain experience in order to pass necessary trade test. The so called juniors of the concerned workmen had been adjudged proficient for the purpose of their absorption as fitters which concerned workman was not, and so there is no question of supersession. The management has taken the plea that whenever the concerned workman has worked as fitter he has been paid difference in wages between Cat. II and Cat. IV.

In this case the only oral evidence is of the workman himself. In his examination in chief he has put forth his case as made out in the W.S. and which has been briefly described. But in his cross-examination has admitted that even he has been promoted to the Post of Fitter by a letter Ext. W-1 on 23-12-82. The Departmental committee recommended him and Shri Abdes Ghori for being promoted to Cat. IV as Fitter. He has also admitted that there was a trade test by D.P.C. in which all helpers of the colliery appeared. WW-1 has said that he has stood first in the test and Shri Abdes Ghori stood second and so both of them were placed in Cat. IV while the rest were checked off. Later on in the cross-examination he has admitted that on some occasion he has received the difference of wages between Cat. II and Cat. IV as on those occasions he worked as Fitter. He has admitted that he has no paper to show that he has been regularly working as Fitter for the past 11 years. Moreover he has made it clear in his cross-examination that for working as Fitter he has to obtain authorisation from the manager and such authorisation he never obtained.

It will appear from the above that the case of the management has been practically admitted. It is further clear from the Ext. M-1 to M-4 which has been marked on admission. This promotion was given to the concerned workman after the dispute was raised when in due course that the departmental committee held a trade test and found the concerned workman fit for promotion to Cat. IV as Fitter. In this reference no relief has been claimed other than the placement the concerned workman in Cat. IV and this has already been done. The concerned workman has not claimed any back wages and there could be possibly no justification to allow him back wages, because there has been no case of supersession.

This reference is therefore answered accordingly :—

"The demand of the workmen of east Bhuggatdih Colliery of Kustore Area of M/s. Bharat Coking Coal Limited, Post Office Jharia, District Dhanbad that Shri Dayanidhi Tanti, Fitter helper should be regularised on the post of Fitter and placed in Cat. IV is not justified. Consequently the concerned workman is not entitled to any relief."

This is my Award.

J. P. SINGH, Presiding Officer.

[No. L-20012/327/82-D.III(A)]

New Delhi, the 2nd April, 1983

S.O. 1887.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal No. 2, Dhanbad in the industrial dispute between the employers in relation to the management of Bhagaband Colliery of Messrs Bharat Coking Coal Limited, Post Office Bhagaband, District Dhanbad and their workmen, which was received by the Central Government on the 30th March, 1983.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 2) AT DHANBAD

Reference No. 28 of 1981

In the matter of an industrial dispute under S. 10(1)(d) of the I.D. Act, 1947.

PARTIES :

Employers in relation to the management of Bhagaband Colliery of Messrs Bharat Coking Coal Limited, Post Office Bhagaband, District Dhanbad.

AND

Their workmen

APPEARANCES :

On behalf of the employer—Shri R. S. Murthy, Advocate.

On behalf of the workmen—Shri S. Bose Secretary, R.C.M.S. Union, Dhanbad.

STATE : Bihar

INDUSTRY : Coal

Dhanbad, Dated 24th March, 1983

AWARD

This is a reference under S. 10 of the I.D. Act, 1947. The Government of India, Ministry of Labour, New Delhi by its order No. L-20012(35)/81D.III(A) dated, the 22nd May, 1981 has referred this dispute to this Tribunal for adjudication on the following terms :

SCHEDULE

"Whether the demand of the workmen of Bhagaband Colliery of Messrs Bharat Coking Coal Limited, Post Office Bhagaband, District Dhanbad, that Shri Nagendra Rai, Dhowra Supervisor should be placed in Clerical Grade-II is justified ? If so, to what relief is the workman entitled ?"

The concerned workman Shri Nagendra Rai was Pump Khalasi in Bhagaband Colliery. There was a discussion held between RCMS and the management of B.C.C.L. in the General Manager's Office as a result of which the concerned workman was promoted as Dhowra Supervisor with immediate effect under letter No. LAB/STF-838 dated 19-4-80. The order was to take effect immediately and by virtue of this promotion the concerned workman was placed in Technical Grade E of National Coal Wage Agreement II. The fixation of his pay was to be done later on as per rules. Previous to that order on Shri Sarbeswar Mahato Electrical Helper was promoted as Dhowra Supervisor in Clerical Grade-II w.e.f. 1-8-79 vide letter No BH/Supdt/PA-2056 dated 18-8-79. The pay scale of Technical Grade-E is equivalent to Clerical Grade. III. The main case of the union representing the concerned workman is that a discrimination has been made between Sarbeswar Mahato and the concerned workman because while former has been given Clerical Grade-II, the later has been given Clerical Grade-III.

The Union took up the matter with the management and when nothing has been done to remove the injustice caused by the aforesaid action of the management this dispute was raised. Conciliation ended in failure and so this reference was made by the Government of India for adjudication to this Tribunal.

The case of the concerned workman in the Written Statement is that not only in Bhagaband Colliery where the concerned workman is working as Dhowra Supervisor but in other collieries of B.C.C.L. also Dhowra Supervisors are in Clerical grade II. According to the workman he has been signed out

and discriminated and he should be placed in Clerical Grade-II from the time when he was promoted to the post of Dhowra Supervisor. The management in the Written Statement lock up two technical pleas to defeat the case of the concerned workman. The first plea is that the concerned workman is not a mine worker and therefore the Central Government has got no jurisdiction to entertain this dispute for adjudication. The second plea is that the National Coal Wage Agreement No. II came into effect on 1-1-1979 and the INIUC of which RCMS Union is constituent took part in the agreement. The agreement is therefore a settlement within the meaning of Section 2P of the I.D. Act. The post of Dhowra Supervisor in Clerical Grade-III and therefore RCMS is not entitled to raise a dispute for giving Clerical Grade II to the concerned workman. On question of fact it is stated that the concerned workman Shri Nagendra Rai is not qualified to get a promotion in Clerical Grade and therefore he was given Technical Grade-E.

Now let us consider whether by virtue of promotion as Dhowra Supervisor the concerned workman should have been placed in Clerical Grade II instead of Technical Grade E. Before we proceed to examine this case let us dispose of the technical objections raised. The first objection is that the concerned workman is not a worker of the mine. The management's idea is to show on the basis of famous Sarajuddin's case that the job of the concerned workman is outside the definition of the mines as given in the Mines Act but the production of Coal now has been declared to be a controlled industry under which all workers on the production side have to be covered under the definition of mines for the purpose of jurisdiction of the Central Government. Dhowra Supervisor has to look to the arrangement of dwellings of mine workers. The word Dhowra means huts constructed by the Colliery for the purpose of residence of mine workers. Moreover the concerned workman was a Pump Khalasi before his promotion to the post of Dhowra Supervisor. There could be no dispute about this fact that prior to his promotion as Dhowra Supervisor the concerned workman was a worker of the mines operating Pump installed in the mine. The Central Government therefore assume jurisdiction in this dispute to refer this case for adjudication. This plea taken by the management is not acceptable.

With regard to the second plea that the RCMS Union is debarred from raising a plea that the concerned workman should get clerical Grade-II, the case of the union is that it is not a disputed position that the post of Dhowra Supervisor is in Clerical Grade III. The simple case of the union is that if anybody is to be promoted from any other post of the Post of Dhowra Supervisor he should be in Clerical Grade-III and not in any supervisor grade. But the management by their own action have placed some workers in Clerical Grade I, some workers in Clerical Grade II and some workers in Clerical Grade-III. The management by its own action has repudiated the so called the settlement arising under NCWA-II. The simple case of the workman is that he should not be discriminated because all the Dhowra Supervisor are doing the same job. According to the workman his case should be considered purely from the point of view of being singled out and discriminated, and this is the plea which the union could take on his behalf. It will appear that in this dispute the question involved is whether the concerned workman should have been discriminated with other workmen because discrimination is not permissible under law, it is not in dispute as to whether there should be change of Category from the one decided by the Wage Board Recommendation or NCWA-II. In this view of the matter this plea of the management also does not stand as a bar in the way of the RCMS Union in raising this dispute.

Now let us consider the facts which are admitted here. The document filed on behalf of the management would go to prove the contention of the workmen. Ext. M-1 is the letter dated 19-4-80 addressed to Shri Parma Gope, Traffic Sirdar. He was allowed to work as Dhowra Supervisor but he was not promoted to the post of Dhowra Supervisor and he was simply performing the duties of Dhowra Supervisor. This has been admitted by MW-1 Shri N. K. Sinha as Personnel Officer of Bhagaband Colliery. There is again an Office order Ext. M-4 showing under SI. No. 6 Kalika Singh, Dhowra Supervisor in Clerical Grade I. We have Ext. M-2 under which Sarbeswar Maha Electrical Helper was promoted to Clerical Grade-II. Regarding Sarbeswar Mahato MW-1 has said that he

was Cap Lamp issue Clerk. So we find that for promotion to the post of Dhowra Supervisor no hard and fast rule has been followed by the management, because while one has been placed in Clerical Grade-I and another in Clerical Grade II. This concerned workman was not given any clerical grade but was placed in technical grade E. Shri S. Bose representing the union of the concerned workman has vehemently criticized the arbitrary action of the management in withholding any clerical grade from the concerned workman inspite of his promotion to the post of Dhowra Supervisor which is admittedly in the clerical grade. What the management did in this case was that he was given technical Grade E so that the concerned workman could get the same pay scale as clerical Grade III. The reason shown by the management is that the concerned workman is not literate. The concerned workman Shri Nagendra Rai was examined as WW-1 and he has signed in Hindi. He cannot be therefore said to be illiterate. His evidence is that S/Shri Sarbeswar Mahato and Parma Gope are in Clerical Grade II. The management has not disclosed as to what grade has been given to Shri Parma Gope the erstwhile traffic sirdar on his posting as Dhowra Supervisor. The evidence of WW-1 on this point is one sided. So the position is that while Parma Gope and Sarveswar Mahato as Dhowra Supervisors are in Clerical Grade II the concerned workman serving as Dhowra Supervisor is not in Clerical Grade at all but is in technical Grade E.

On behalf of the concerned workman we have Ext. W-1 dated 13-6-80 written by Shri G. D. Pandey, Secretary, RCMS to the General Manager, Bhagaband area. It was pointed out that while Sarbeswar Mahato was given Clerical Grade II, Nagendra Rai should not have been given Technical Grade E which is equivalent to Clerical Grade III. Ext. M-2 dated 8-9-80 is again another letter by Shri G. D. Pandey serving as a reminder to the General Manager to take action on his earlier letter. But the most important letter is Ext. W-3 which is a letter written by Shri R. N. Sharma, General Secretary of RCMS Union addressed to Shri P. N. Rai, General Manager, B.C.C.L. Area No. VII. It is a D.O letter drawing personal attention of Shri Roy to the injustice caused Relevant Para of the letter will elucidate the matter :

"It is very strange that although Shri Rai who had been working as an operator was entitled to higher pay scale than Shri Sarbeswar Mahato who had been a helper, the local management completely ignored the justifiability and made discrimination in the case of Shri Rai which is unjustified and deplorable too.

Will you kindly intervene and see that justice is done to Shri Nagendra Rai and he also is placed at least in clerical grade-II if not more with retrospective effect."

From the above discussion it will appear that when Shri Nagendra Rai was promoted as Dhowra Supervisor he at once should have been given the clerical Grade instead of Technical Grade because the post of Dhowra Supervisor is in Clerical Grade. The only reason given by the management that Shri Nagendra Rai is illiterate. I have pointed out that this is not so because he can sign his name in Hindi just because he writes in Hindi and not in English we cannot say that he is illiterate. Secondly no evidence has been led on the point as to what is his educational qualification. So even if he may not be a Matriculate there could be no difficulty in giving him in clerical Grade II according to promotion policy of M/s. BCCL. On the point of discrimination between Sarbeswar Mahato and Nagendra Rai only MW-1 has said that Sarbeswar Mahato was in Clerical Grade III before he became Electrical Helper. But nevertheless he was electrical helper and no better than Pump Khalasi which Nagendra Rai was. So if Shri Sarbeswar Mahato could be placed in clerical Grade II why not Nagendra Rai. Moreover, Parmeswar Gope was Traffic Sirdar and according to the evidence of MW-1 he is also in clerical Grade II. I think this a pure case of discrimination in case of Shri Nagendra Rai because his case could not distinguished by the management from the case of Sarbeswar Mahato and Parma Gope.

Thus having considered all aspects of this case the reference is answered as given below :

"The demand of the workmen of Bhagaband Colliery of Messrs Bharat Coking Coal Limited, Post Office Bhagaband, District Dhanbad that Shri Nagendra Rai, Dhowra Supervisor should be placed in Clerical Grade-II is justified. Consequently Shri Nagendra Rai, the concerned workman should be placed in Clerical Grade II w.e.f. 19-4-80 with full back wages and other emoluments from that date."

This is my Award.

J. P. SINGH, Presiding Officer.

[No. L-20012(35)/81-D.II(A)]

New Delhi, the 2nd April, 1983

S.O. 1888.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal No. 2, Dhanbad in the industrial dispute between the employers in relation to the management of Bera Colliery of Messrs Bharat Coking Coal Limited, Post Office Jharia, District Dhanbad and their workmen, which was received by the Central Government on the 28th March, 1983.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 2) DHANBAD

Reference No. 10 of 1981

In the matter of an industrial dispute under S. 10(1)(d) of the I.D. Act, 1947.

PARTIES

Employers in relation to the management of Bera colliery of M/s. Bharat Coking Coal Limited, Post Office Jharia District Dhanbad and their workmen.

APPEARANCES :

On behalf of the employers—Shri G. Prasad, Advocate.

On behalf of the workmen—Shri S. Bose, Advocate.

STATE : Bihar

INDUSTRY : Coal.

Dhanbad, the 22nd March, 1983

AWARD

This is a reference under S. 10 of the I.D. Act, 1947. The Government of India, Ministry of Labour, New Delhi by its order No. L-200122139/78/D.II(A) dated 18th February 1981 has referred this dispute to this Tribunal for adjudication on the following terms :

SCHEDULE

"Whether the action of the management of Bera colliery of Messrs Bharat Coking Coal Ltd. Post Office Jharia, District Dhanbad in referring the case of Shri Ram Chandra Ahir, Trammer to a medical board for assessment of his fitness to continue in employment and subsequently terminating his service with effect from 5th January, 1977 is justified? If not, to what relief is the workman entitled?"

2. The workman concerned Shri Ram Chandra Ahir had been a permanent worker of Bera colliery in the capacity of a trammer. The case of the workman is that taking advantage of 'Emergency' the management of BCCL decided to reduce the Man Power strength and one of the methods adopted was to get old employees examined by a medical board and then to declare them unfit for colliery job, and then to terminate their services. In this manner a very large number of persons had to lose their jobs. The concerned workman was one of such unfortunate employees chosen by the management for termination of service. In the month of November, 1976 he was forced to appear before a medical board consisting of ordinary physicians on 10/11th November, 1976. According to the concerned workman he was physically fit and was doing his duties normally. But even then the colliery manager by his letter dated 5th/6th January 1977 terminated his service with immediate effect saying that the Area Medical Board had declared him unfit for the job he was performing. The union of the concerned workman represented the matter before the management vide letter dated 29-3-77. The union took up the matter with the management at area level on several occasions in union management meeting, but failed to receive any relief on the ground that his services were terminated at the direction of the higher management. Thereafter the union represented the case before the Chief Personnel Manager of M/s. BCCL vide letter dated 17-2-78 but no communication was received from the said officer. Thereafter the union through their letter dated 7th April, 1978 raised this industrial dispute and on failure of the conciliation proceeding this reference was made.

3. The management has taken the plea that on failure of the conciliation, the Government of India, Ministry of Labour found that it was not a fit case for reference and communicated the said decision to the employer and the union of the workmen. In this view of the matter it is said that there was no fresh material before the Central Government to reconsider the matter on the same facts and to refer the dispute for adjudication. It was said to be against the principle of natural justice and for this reason the reference is said to be bad in law and fit to be dismissed. On point of fact the management has taken a plea that Shri Ram Chandra Ahir was employed as a trammer since long before 1-5-73 and his date of birth recorded in Form B register and on the Coal Mines Provident Scheme was 25-6-1917. In the Payment of Gratuity Act, 1972 the age of attainment of superannuation is 58 years which the concerned workman is said to have completed on 25-6-1975. The employer would have been justified in superannuating him on 25-6-1975. The concerned workman was said to be very old and unable to carry out his duties due to infirmity and continued illness. There was persistent complaint in respect of the performance of work done by him due to his physical disabilities. He was therefore asked to appear before a medical board on 10-11-76. The medical Board found that the workman was suffering from hypertension, and damaged heart. According to the management the infirmities found by the medical board could not have been cured even after prolonged medical treatment. His continuing in the job would have been dangerous for himself and the employer and the lives of other co-workmen. He was therefore served a letter terminating his services with effect from 5-1-1977. According to the management the employers had sufficient justification for terminating his service.

4. So far as the maintainability of this reference is concerned no document has been filed to show that on failure of the conciliation proceeding the Government of India had refused to make a reference. Moreover it is within the powers of the Government of India to re-consider the matters involved in the dispute and to refer the same for adjudication. This reference therefore, could not be said to be bad in law. In fact the employers have not pressed this point of maintainability of this reference seriously.

5. The age of superannuation as accepted by the BCCL and other collieries is 60 years and we can take judicial notice of this thing. The management could not apply the provisions of Payment of Gratuity Act, 1972 to say that the age of superannuation obtaining in the coal industry is 58 years. According to the calculation the concerned workman would superannuate on 25-6-1977. Although the age recorded in Form B register and Coal Mines Provident Scheme is said

to be 25-6-1917 it is not free from contravention. MW-2 Shri Madan Pandey has come to prove Ext. M2 which is Form A maintained in the office of the Coal Mines Provident Fund Commissioner, Dhanbad. The age mentioned is 25th June, 1917. In cross-examination he has said that in Column 10 of Form A the date of birth and year appear to be in some deeper and different ink. The management has not produced Form B register. The question before me is about the termination of service of the concerned workman with effect from 5th January, 1977. Even according to the management the concerned workman could not be superannuated before 25th June, 1977. It so happens that but for the termination order the concerned workman could have been worked from 5th January, 1977 to 25th June, 1977 and then retired in service in normal course. It is therefore a case of termination of service on medical ground and this is a position which we will have to examine in this case.

6. In the schedule of the reference the point raised is as to whether the management was justified in referring the case of Shri Ram Chandra Ahir for assessment of his fitness to continue in employment is justified. This aspect of the matter means that before taking a decision to refer Ram Chandra Ahir to medical board there was a background that Shri Ram Chandra Ahir was not able to work properly. This involves the question of fact which the management is duty-bound to prove in this case. Now let us see the evidence. The management has examined only MW-3 Bhiputhi Sashi Bhuvan Narayan, Asstt. Colliery manager of Bera colliery. He has said that the concerned workman was unable to perform his normal duty because of his ill health. He has further said that after working for some time he used to take rest and then begin the work again. He reported the matter to the manager and the Agent to the effect that he was unable to work properly on account of his illness. He made the report orally, and this was the reasons why he was referred to medical board. In his cross-examination he has said that for about 5 to 7 months prior to his report he had been watching the performance of the concerned workman. He was not able to say as to how long after his report the concerned workman was sent to medical board. But he was sure that for some time after his report the concerned workman did work as trammer. The witness has said about the workings of trammer. They work in a gang as piece-rated workers. The concerned workman was a surface trammer along with another trammer. The haulage engine brings to the surface seven tubs of coal at one time, and within a shift of 8 hours about 100 tubs are hauled up to the surface. It is here that the duty of the surface trammer begins. The tubs had to be escorted upto the unloading point which is about 150 feet away from the incline mouth. This distance of 150 feet is purposely made into a slope so that the wagons could be easily moved. The unloading is through a mechanical tripler. The witness has admitted that it would be easy to move the tubs upto the unloading point without any appreciable effort on the part of the trammer. On this point WW.2 was examined on behalf of the workman. He is Shri Sheo Pujan Ahir a surface trammer working with the concerned workman. He has said that so long as he worked with the concerned workman he never noticed that the concerned workman was suffering from any illness or not doing his duty properly. WW.1 has said that he was on duty when the termination order was served on him. The evidence of MW.3 coupled with the evidence of WW.1 and WW.2 would show that there was no difficulty in the working of the concerned workman. Even according to the management the concerned workman was to superannuate only about 6 months after. There was no written complaint either by his gangmen or by the colliery supervisors for sending him to a medical board. It was necessary for the management to see that the work suffered on account of a particular workman. There is no document to show as to how this matter was dealt with by the management before taking a decision to send him to the medical board.

7. Now let us consider as to whether the termination on medical ground is justified. The management has examined Dr. R. K. Mukherjee, MW-1. He was a member of the board consisting of physicians. His report is Ext. M1. He has said that the blood pressure was 170/100 which is slightly on the higher side. In this connection it may be noted that for a person aged about 60 years BP about 170/100 cannot be said to be so much on higher side as to treat it a case of hypertension. So far as the eyes are concerned MW-1 has said that there was immature catarax of both the eyes. But his report Ext. M1 shows that his eyesight was normal. Thus,

this also cannot be said to be a case of continued illness. The doctor has said that the movement of his heart was irregular. The report Ext. M1 shows that there was murmur in mitral region. The witness in his cross-examination has admitted that in the collieries long diseases are very common on account of coal dust. He has further admitted that workmen working in the colliery for 10 years are generally suffering from many diseases concerning lungs, heart, etc. Shri S. Bose appearing for the workman has argued that if the management wanted to turn out any workman this could be possible for the management to do so after 10 years service of a workman because there is bound to be some lungs trouble or heart trouble at the end of 10 years. He has said that the report of the medical board was prejudiced because there was no scientific examination, MW-1 has said that in Ext. M-1 detailed report had not been mentioned, but there would be a detailed report available with the management. The workman is certainly entitled to demand the reason for the medical opinion. The termination of service of workman has to be based on "continued ill-health". In this case we have no evidence of "continued ill-health". I have therefore to hold that for want of sufficient evidence the management had no ample justification for referring the case of the concerned workman to the medical board, nor there was ample justification for the management to terminate the service of the concerned workman on the strength of the medical finding.

8. This reference is accordingly answered as below :

I hold that the action of the management of Bera colliery of Messrs Bharat Coking Coal Ltd. Post Office Jharia, district Dhanbad in referring the case of Shri Ram Chandra Ahir, trammer to a medical board for assessment of his fitness to continue in employment and subsequently terminating his service with effect from 5th January, 1977 is not justified. Consequently, the concerned workman is entitled to his back wages and other emolument with effect from 5th January, 1977 till the date of his superannuation.

This is my award.

J. P. SINGH, Presiding Officer

[No. L-20012(139)/78-DIII(A)]

New Delhi, the 6th April, 1983

S.O. 1889.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following Corrigendum of the Central Government Industrial Tribunal, No. 1, Dhanbad to its award in the industrial dispute between the employers in relation to the management of Sijua Colliery of Messrs Tata Iron and Steel Company Limited, and their workmen, which was received by the Central Government on the 2nd April, 1983.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1, DHANBAD

Reference No. 52 of 1981

Employers in relation to the management of Sijua Colliery of Messrs Tata Iron and Steel Company Limited, Post Office Bhetaland, District Dhanbad and their workmen.—

Ministry's Order No. L-20012/229/81-D.III(A) dated 10-9-1981.

CORRIGENDUM

In Award dated the 25th February, 1983 passed by this Tribunal in the above-mentioned reference, the appearance for the Employer will be "Shri S. S. Mukherjee, Advocate" instead of "Shri B. Joshi, Advocate".

Sd/-

MANORANJAN PRASAD, Presiding Officer.

[No. L-20012(229)/81-D.III(A)]

A. V. S. SARMA, Desk Officer

आवेश

नई दिल्ली, 26 फरवरी, 1983

का० प्रा० 1890 :—केन्द्रीय सरकार की राय है कि इससे उपाबद्ध अनुसूची में विनिर्दिष्ट विषय के बारे में मैसर्स सुगेसन एण्ड कम्पनी प्रा० लि० तथा मैसर्स सुगेसन वेयरहाउसिंग के प्रबंधकों से सम्बद्ध एक औद्योगिक विवाद नियोजकों और उनके कर्मकारों के बीच विद्यमान है ;

और केन्द्रीय सरकार उक्त विवाद को न्यायनिर्णयन के लिए निर्देशित करना वांछनीय समझती है ;

अतः केन्द्रीय सरकार, औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 7-क और धारा 10 की उप-धारा (i) के खंड (घ) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, एक औद्योगिक अधिकरण गठित करती है जिसके पीठासीन अधिकारी श्री टी० अरुलराज होंगे, जिनका मुख्यालय मद्रास में होगा और उक्त विवाद को उक्त अधिकरण को न्यायनिर्णयन के लिए निर्देशित करती है ।

अनुसूची

क्या मैसर्स सुगेसन एण्ड कम्पनी प्रा० लि० तथा मैसर्स सुगेसन वेयरहाउसिंग के प्रबंधकों की उपाबंध में दी गई विशिष्टियों के अनुसार कर्मकारों की सेवाएं समाप्त करने की कार्यवाई उचित तथा न्यायसंगत है यदि नहीं तो कर्मकार किस अनुतोष के हकदार हैं ?

उपाबंध

क्रमांक	कर्मकार का नाम	कम्पनी का नाम	बर्खास्तगी की तारीख
1.	श्री एन० मुथु	सुगेसन एण्ड कं० प्रा० लि०	1-2-1982
2.	श्री एस० जयराज	यथोक्त	1-2-1982
3.	श्री डी० दनराज	यथोक्त	1-2-1982
4.	श्री पी० रामाचंद्रन	यथोक्त	1-2-1982
5.	श्री एस० चिन्तीबाबू नायडू	यथोक्त	1-2-1982
6.	श्री एम० गुनासेकरन	यथोक्त	1-2-1982
7.	कुमारी के० मैथ्यू	यथोक्त	1-2-1983
8.	श्री वी० मणी	सुगेसन वेयर हाउसिंग	1-2-1982
9.	श्री एस० श्रीनिवासन	सुगेसन एण्ड कं० प्रा० लि०	1-6-1982
10.	श्री वीराराघवन	यथोक्त	1-6-1982

[सं० एल-33011/2/82-डी० IV (ए)]

ए० के० सहामंडल, डेस्क अधिकारी

ORDER

New Delhi, the 26th February, 1983

S.O. 1890 :—Whereas the Central Government is of opinion that an industrial dispute exists between the employers in relation to the managements of Messrs Sugesan and Co. Pvt. Ltd., and Messrs Sugesan Warehousing and their workmen in respect of the matter specified in the Schedule hereto annexed;

And whereas the Central Government considers it desirable to refer the said dispute for adjudication.

Now, Therefore, in exercise of the powers conferred by section 7A, and clause (d) of sub-section (1) of section 10, of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby constitutes an Industrial Tribunal of which Shri T. Arulraj, shall be the Presiding Officer, with headquarters at Madras and refers the said dispute for adjudication to the said Tribunal.

THE SCHEDULE

“Whether the action of the managements of Messrs. Sugesan and Company Private Limited and Messrs, Sugesan Warehousing in terminating the services of the workmen as particularised in the Annexure, is legal, proper and justified?”. If not, to what relief are the workmen entitled to ?”

ANNEXURE

Sl. No.	Name of the workman	Name of the Company	date of termination
1.	Shri N. Muthu	Sugesan & Co. Pvt. Ltd.,	1-2-1982
2.	Shri S. Jayaraj	-do-	1-2-1982
3.	Shri D. Danraj	-do-	1-2-1982
4.	Shri P. Ramachandran	-do-	1-2-1982
5.	Shri S. Chittibabu Naidu	-do-	1-2-1982
6.	Shri M. Gunasekaran	-do-	1-2-1982
7.	Miss K. Mathew	-do-	1-2-1982
8.	Shri V. Mani	Sugesan Warehousing	1-2-1982
9.	Shri S. Srinivasan	Sugesan & Co. Pvt. Ltd.	1-6-1982
10.	Shri Vecrarghavan	-do-	1-6-1982

[No. L-33011/2/82-D. IV (A)]

A.K. SAHAMANDAL, Desk Officer

New Delhi, the 5th April, 1983

S.O. 1891.—In pursuance of section 17 of the Industrial Dispute, Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal No. II, Bombay in the industrial dispute between the employers in relation to the Grindlays Bank Limited, Bombay and their workmen, which was received by the Central Government on the 30-3-83.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 2, BOMBAY.

Reference No CGIT-2/37 of 1982

PARTIES

Employers in relation to the Management of Grindlays Bank Ltd, Bombay.

AND

Their Workmen

APPEARANCES

For the Employers.—Shri S. D. Vimadalal, Sr. Counsel
Shri V. V. Pai, Advocate. Shri C. Krishnamurti,
Manager, Industrial Relations

For the workmen—Shri Madan Phadnis, Advocate,
Shri P. N. Subramanyan, General Secretary of the
Union.

INDUSTRY : Banking

STATE : MAHARASHTRA

Bombay, the 2nd March, 1983

AWARD PART I

By their order No. F. No. L-12011/51/77-D. II. A dated 20-9-1977 the following dispute has been referred under Section 10(1)(d) of the Industrial Disputes Act, 1947 for adjudication :—

“Whether the action of the Management of Grindlays Bank Ltd., Bombay in charge-sheeting on 29-8-1974 and imposing punishment of stopping of one annual increment in favour of Shri S. M. Rane and Shri M. B. Fernandes during the year 1975-76 is proper and justified ?

AND

Whether the action of the Management of Grindlays Bank Ltd., Bombay in dismissing M/s. S. M. Rane and M. B. Fernandes from the Bank's services with effect from 6-8-1976 is proper and justified ? If not, to what relief these workmen are entitled ?”

The very order of references indicates that it is an amalgam of two proceedings which can be sub-divided into four, meaning thereby that there were in all four enquiries against Shri S. M. Rane and Shri M. B. Fernandes out of which the first two enquiries resulted in imposing the punishment of stoppage of one annual increment, while the second two enquiries culminated in the order of dismissal against these very employees and since an industrial dispute has been raised by the Union on behalf of these two employees the present reference. In the case of both the orders what is asked to be determined is whether the relevant orders passed

by the management against these two employees are proper and justified.

2. In support of the respective contentions the Union has filed statement of claim against which in order to counter all the averments made therein there is a written statement filed by the Bank. I have gone through these pleadings and I have also before me the record of the four enquiries and although brevity is said to be the virtue of such proceedings, it seems to be the first casualty. However no one party can be blamed for the same and the law must follow its own course.

3. On the strength of the pleadings already issued have been framed thereafter by affidavit dated 2-12-1982 this Tribunal has been moved with a request to grant the Union permission to adduce additional oral evidence besides the evidence which is on record namely the record of the enquiries. There is staunch objection to the prayer and therefore the question to be decided at this stage is whether any fresh evidence can be allowed to be adduced for the reasons stated in the application or affidavit or the present reference must be restricted to the record of enquiries.

4. The reference two different types of punishments meted out to the two employees was specifically made so that the principles by which these two enquiries would be governed can be borne in mind. No doubt as already observed the reference is the outcome of four enquiries but by virtue of the enactment of Section 11A by act No. 45 of 1971, the legislature has made specific provision regarding the powers of the Tribunal to go into appropriate cases relating to the discharge or dismissal of a workman. I would be shortly referring to the provisions of law as they stood before the relevant Section was brought on statute book and also refer to the law as it now stands after Section 11A has been introduced. Fortunately, the law as it stood and the law as it now stands can be had in one and the same case namely The Workmen of M/s. Firestone Tyre & Rubber Co. of India (Pvt.) Ltd. Vs. the Management and others reported in 1973 (1), 13, page 278. Now because of the final order passed on the strength of the report of the enquiry Officer in the first two enquiries the punishment fell short of order of discharge or dismissal, though the reference is common, the proceedings arising out of these two enquiries will be governed by separate procedure than those ended in the order of dismissal or discharge. Only those enquiries which culminated in the order of dismissal would attract the provisions of Section 11A of the Act and not the other two enquiries which would continue to be governed by the law as it was enunciated before Section 11A of the Act. The basic difference therefore will have to be borne in mind not only at this stage but also at the final stage when the matters will be decided on hearing the parties.

5. Proviso to Section 11A of the Act enjoins upon the Tribunal for the purpose of providing relief in the case of discharge or dismissal of a workman to rely on the materials on record and it is further stated that the Tribunal shall not take any fresh evidence in relation to the matter. Though the wording of the proviso is appearing like this, in the case above referred to when the occasion arose to construe phrase on the materials on record it was held :—

“The expression ‘materials on record’ occurring in the proviso cannot be confined only to the matters which were available at the domestic enquiry. On the other hand the materials on record in the proviso must be held to refer to materials on record before the Tribunal” which means

- “(1) the evidence taken by the management at the enquiry and the proceedings of the enquiry or
- (2) the above evidence and the addition, any further evidence led before the Tribunal, or
- (3) evidence placed before the Tribunal for the first time in support of the action taken by an employer as well as the evidence adduced by the workmen contra”.

Serial as the third category is concerned that stage is yet to arrive because it would be a stage when for one reason or the other the enquiry is found to be effective or violative of the principles of natural justice whereupon the management shall have every right to prove the misconduct itself before the Tribunal by adducing requisite evidence. We are therefore concerned with the first two categories including the second category namely "any further evidence led before the Tribunal".

6. Placing reliance on the principle as propounded in this case, an attempt is being made on behalf of the Union to seek the permission to adduce additional oral evidence and the question is whether that permission should be granted. The reasons why the oral evidence has become necessary are stated in the application which reason are being controverted by the management.

7. Although the right to adduce evidence now stands accepted and since it has been laid down by their Lordships of the Supreme Court, it has become the law of the country, but it does not mean that any unfettered right has been conferred on the employees. In all the proceedings whether before the National Tribunal, Tribunal on Labour Court, when litigants want to adduce evidence in support of the respective versions, the material test is the relevancy. Unless this test of relevancy is justified merely because the right is vested in the parties to adduce evidence, such right will not be accepted if it transgresses the powers vested in the parties.

8. Consequently, it will have to be seen whether there is any justification in the prayer advanced on behalf of the Union seeking permission to adduce oral evidence. For the said purpose we shall have to pursue paragraph 7 of the Affidavit in question which is sub-divided into paragraphs (a) to (k) where the Union has laid down reasons as to why the evidence in their opinion becomes necessary. It is stated that the Enquiry Officer did not allow the workmen's representative to cross-examine the Bank's witnesses properly and obstructed every time when pertinent questions were put. This ground has been taken in the statement of claim in paragraphs 54, 56, 62 to 68 and then again in paragraph 123 where it has been alleged that the questions were over-ruled being held irrelevant and no proper opportunity to cross-examine was granted. So far as the orders overruling the questions are concerned, those orders form part of the enquiry record and therefore we need not travel beyond the enquiry for this purpose. The Union has also in paragraph 63 and 122 quoted instances where the enquiry Officer is alleged to have passed orders hampering the cross-examination. In support of the averments of paragraph 62 instances are quoted in paragraphs 62, 63, 64, 67 and 68. It would be noticed here and also it would be a common feature when I will be dealing with other contentions that everywhere when the instances have been quoted they are quoted to support the contention, without rider that there were other instances also. What is therefore urged on behalf of the Bank that the statement that there is something which is not appearing in the record of the enquiry is an after-thought carries in my view sufficient force. The contention therefore raised in para 7(a) that some of these facts are not recorded at the time of enquiry, in my view is devoid of any force.

9. In paragraph 7(b) it is alleged that the Enquiry Officer did not act as an impartial independent person but conducted the enquiry as guided and dictated by the Bank management at different stages of the enquiry. I am given to understand that the first two enquiries were conducted by Shri D. R. Chand while the remaining two enquiries by Shri L. M. Butany. In paragraph 7(b) it is not made clear whether Shri Chand or Shri Butany acted as alleged and as argued by Shri Vimadilal this averment is with serious infirmities and as such not to be considered.

9. Everywhere I notice reference to the same alleged irregularities but while deciding the issue on hand material as a whole shall be considered and not piece meal.

10. In paragraph 7(c) it is alleged that the enquiry Officer called upon the employees and the defence representatives to go out of the cabin and in consultation with the Bank, wrote the ruling behind the back of the defence and then gave the ruling. In the statement of claim it is contended that the enquiry officers acted partially and were biased against the employees. I find reference to these events. But assuming that it is to be held, having regard to the conduct of the enquiry and the questions put in the cross-examination and different objections raised, I cannot believe even for a moment that, had any Enquiry Officer really acted in such gross-manner violating the very principle of holding enquiry, it would not have reflected in the enquiry papers in the shape of serious protest either by the employees or their representative.

11. Paragraph 7(d) refers to the instances where the advance copies of the questions and answers of the Bank's witnesses were furnished to the Enquiry Officer and one of the copies is alleged to have been brought on record. Now I can understand the questions in examination in chief but those questions could never be the questions in the cross-examination because they could never have been anticipated but since a copy is alleged to have been brought on record what inference is to be drawn therefrom can still be drawn on the strength of the material which is before the Tribunal requiring no additional material.

12. It is alleged that no proper opportunity was given to the workmen concerned and double standards were adopted during the enquiry. Reference to double standards is to be had in para. 59 of the statement of claim and in paras. 69 and 71 where it is alleged that when the Bank was allowed to produce extraneous evidence such an opportunity was denied to the employees. Here again this would be definitely a matter of evidence on record since there must be objection by one side or the other and while scanning the enquiry records if there is material defect, the Union is entitled to bring it to the notice in their attempt to attack the finding noted by the Enquiry Officer, or the resultant report and the final order.

13. Paragraph (f) refers to alleged bias against the workmen and the enthusiasm alleged to have displayed by the Enquiry Officers during the enquiries. Bias has been referred in paragraph 70 of the statement of claim then again in paragraph 108 and then in paragraph 124 but everywhere the instances have been quoted, on which reliance is placed to raise inference of partiality. When the instances are quoted therefore when the record is also before me, I do not think any useful purpose would be served by granting permission to adduce extra material.

14. It is alleged in paragraph (g) that the Enquiry Officers were adjourning the enquiry when objection was raised, prepared the ruling prepared and then reading out the written ruling on the next occasion. Had there been any objectionable part in the conduct whether in the first or second enquiry, I cannot believe that the employees representative, find was always on the toes would not have raised protest.

15. The same is the case with the objection in paragraph 7(h).

16. In paragraph 7(i) what is contended is that the objection taken by the workmen's representative were overruled. As already pointed out that the objections and the rulings are to be had in the record of the enquiry papers and therefore we need not go beyond the enquiry papers to find out whether in fact the defence was hamstringed by such ruling.

17. It is alleged that no proper opportunity to file written explanation was given and also that when the Bank was allowed to produce documents the workmen were denied that opportunity. Here again it would be a question of record itself.

18. I have already pointed out difference in the enquiries governed by Section 11A of the Industrial Disputes Act and those not governed thereby and when by virtue of Section 11A the Tribunal is now at liberty to consider whether the

finding of misconduct recorded by the employer is correct and also to set aside the order of dismissal or discharge if proper case is not made out, it would not be the case with those enquiries not attracting Section 11A of the I.D. Act.

(धन विभाग)

नई दिल्ली, 30 मार्च, 1983

13. Even then I have considered the request of the Union and in detail I have referred to statement of claim wherever the points have been taken and I am convinced that all those points which find place in the affidavit seeking permission to adduce fresh oral evidence, can be decided on the strength of material of enquiries and that no proper foundation has been led seeking permission for additional oral evidence. The request therefore in this behalf stands rejected.

M. A. DESHPANDE, Presiding Officer.

Central Govt. Industrial Tribunal No. 2 Bombay.

[No. L-12011/51/77-D.II(A)(Pt)]

S.O. 1892.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby published the following award of the Central Government Industrial Tribunal Calcutta in the industrial dispute between the employers in relation to the Hindustan Commercial Bank Limited, and their workmen, which was received by the Central Government on the 30-3-83.

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL,
CALCUTTA

Reference No. 16 of 1982

AWARD

PARTIES :

Employers in relation to the management of Hindustan Commercial Bank Limited.

AND

Their Workmen.

APPEARANCES :

On behalf of Employers—Mr. D. Das, Manager.

On behalf of Workmen—Mr. R. S. Singh, Asstt. Secretary of the Union.

STATE : West Bengal.

INDUSTRY : Banking.

The Government of India, Ministry of Labour by their Order No. L-12012(148)/81-D.II(A), dated 5th May, 1982 referred the following dispute to this Tribunal for adjudication :

“Whether the management in relation to Hindustan Commercial Bank, Calcutta are justified in depriving Shri S. S. Burman, Burrabazar Branch and Shri B. C. Kapoor, N. S. Road Branch of their promotion as special asstt. against temporary vacancy? If not, to relief are the workmen entitled?”

2. Due notices of the Order of Reference were sent to the parties for filing written statement but none of the parties filed any written statement. The case was then fixed for hearing on 22nd March, 1983 when both the parties appeared and submitted that they have settled the dispute amongst themselves and at present there is no dispute. As such a no dispute award was prayed for in the matter.

In the circumstances a ‘No dispute’ award is passed in the matter.

Dated, Calcutta,

The 22nd March, 1983.

M. P. SINGH, Presiding Officer

[No. L-12012/148/81-D.II(A)]

N. K. VERMA, Desk Officer.

का. आ. 1893 .—मैसर्स ग्लोब इंजीनियरिंग कम्पनी 7/27, इण्डस्ट्रियल एरिया, कीर्ति नगर, नई दिल्ली (दिल्ली/913), (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उप-धारा (2-क) के अधीन छूट दिए जाने के लिए आवेदन किया है ;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक् अभिदाय या प्रीमियम का संदाय किए बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक असूख हैं जो कर्मचारी निक्षेप सहस्रक बीमा स्कीम, 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुज्ञेय है ;

अतः, केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उप-धारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, और इससे उपाबद्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है ।

अनुसूची

1. उक्त स्थापन के सम्बन्ध में नियोजक प्रादेशिक भविष्य निधि आयुक्त उत्तर प्रदेश को ऐसी विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार, समय-समय पर निर्दिष्ट करे ।

2. नियोजक, ऐसे निरीक्षण प्रभारों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर संदाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उप-धारा (3क) के खण्ड (क) के अधीन समय-समय पर निर्दिष्ट करे ।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संदाय, लेखाओं का अन्तरण, निरीक्षण प्रभारों का संदाय आदि भी है, होने वाले सभी व्ययों का बहन नियोजक द्वारा किया जाएगा ।

4. नियोजक, केन्द्रीय सरकार द्वारा यथा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद, स्थापन के सूचन-पट्ट पर प्रदर्शित करेगा ।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की

भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजक सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को सौंप करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाए जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि की जाने की व्यवस्था करेगा, जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अंगुल हों, जो उक्त स्कीम के अधीन अनुज्ञो है।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संवेद्य रकम उस रकम से कम है, जो कर्मचारी को उस वंश में संवेद्य होती, जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिवक वारिस/नाम निर्देशित को प्रतिकर के रूप में दोनों रकमों के अन्तर के बराबर रकम का संदाय करेगा।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन, प्रादेशिक भविष्य निधि आयुक्त, दिल्ली के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहां किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की सम्भावना हो वहां, प्रादेशिक भविष्य निधि आयुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का व्यक्तिगत अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम की उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह छूट रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजक उस नियत तारीख के भीतर, जो भारतीय जीवन बीमा निगम नियत करे, प्रीमियम का सदाय करने में असफल रहता है, और पालिसी को व्यपगत हो जाने दिया जाता है तो, छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदाय में किए गए किसी व्यतिक्रम की वंश में उन मृत सदस्यों के नाम-निर्देशितियों या विधिवक वारिसों को जो यदि यह छूट न दी गई होती तो, उक्त स्कीम के अन्तर्गत होते, बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के सम्बन्ध में नियोजक, इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर उसके हकदार नाम-निर्देशितियों/विधिवक वारिसों को बीमाकृत रकम का संदाय तत्परता से और प्रत्येक वंश में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के सात दिन के भीतर सुनिश्चित करेगा।

New Delhi, the 30th March, 1983

S.O. 1893.—Whereas Messrs Globe Engineering Co. 7/27, Industrial Area, Kirti Nagar, New Delhi (DL/918), (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees Deposit-Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Delhi, maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme shall be made without the prior approval of the Regional Provident Fund Commissioner, Delhi and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the member covered under the Scheme the employer in relation to the said establishment shall ensure prompt payment of the sum assured to the nominee/legal heirs entitled for it and in any case within 7 days of the receipt of the sum assured from the Life Insurance Corporation of India.

[No. S-35014(79)/83-PF. II]

का. आ. 1894 .—मेसर्स दौलत राम धर्मवीर आटो प्रा. लिमिटेड, 28, मोतिया खान, भण्डेयानान रोड, नई दिल्ली-55 (दिल्ली/2707), (जिसे इसमें इसमें पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसमें पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उप-धारा (2-क) के अधीन छूट दिए जाने के लिए आवेदन किया है ;

और केंद्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक् अभिदाय या प्रीमियम का संदाय किए बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निक्षेप सहबद्ध बीमा स्कीम, 1978 (जिसे इसमें इसमें पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुरूप है ;

अतः, केंद्रीय सरकार, उक्त अधिनियम की धारा 17 की उप-धारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, और इससे उपबन्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है ।

अनुसूची

1. उक्त स्थापन के सम्बन्ध में नियोजक प्रादेशिक भविष्य निधि आयुक्त, दिल्ली को ऐसी विवरणियां भेजेंगी और ऐसे लेखा रखेंगी तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेंगी जो केंद्रीय सरकार, समय-समय पर निर्दिष्ट करे ।

2. नियोजक, ऐसे निरीक्षण प्रभागों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर संदाय करेगा जो केंद्रीय सरकार, उक्त अधिनियम की धारा 17 की उप-धारा (3क) के खण्ड (क) के अधीन समय-समय पर निर्दिष्ट करे ।

3. सामूहिक बीमा स्कीम के प्रशासन में, निगम के अन्तर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना,

बीमा प्रीमियम का संदाय, लेखाओं का अन्तरण, निरीक्षण प्रभागों का संदाय आदि भी है, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जाएगा ।

4. नियोजक, केंद्रीय सरकार द्वारा यथा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अन्वाद, स्थापन के सूचना-पट्ट पर प्रदर्शित करेगा ।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजक सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को भेज देगा ।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाए जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि की जाने की व्यवस्था करेगा, जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुज्ञेय हैं ।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संदेय रकम उस रकम से कम है, जो कर्मचारी को उस दशा में संदेय होती, जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नाम निर्देशिनी को प्रतिरक के रूप में दोनों रकमों के अन्तर के बराबर रकम का संदाय करेगा ।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन, प्रादेशिक भविष्य निधि आयुक्त, दिल्ली के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहां किसी संशोधन में कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की सम्भावना हो वहां, प्रादेशिक भविष्य निधि आयुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना वृष्टिकोण स्पष्ट करने का व्यक्तिगत अवसर देगा ।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम की उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी गति से कम हो जाते हैं, तो यह छूट रद्द की जा सकती है ।

10. यदि किसी कारणवश, नियोजक उस नियत तारीख के भीतर, जो भारतीय जीवन बीमा निगम नियत करे, प्रीमियम का संदाय करने में असफल रहता है, और पालिसी को व्यपगत हो जाने दिया जाता है तो, छूट रद्द की जा सकती है ।

11. नियोजक द्वारा प्रीमियम के संदाय में किए गए किसी व्ययिष्ठम की दशा में उन मृत सदस्यों के नाम-निर्देशितियों या विधिक वारिसों को जा यदि यह छूट नहीं गई होती तो, उक्त स्कीम के अन्तर्गत होने, बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा ।

12. उक्त स्थापन के सम्बन्ध में नियोजक, इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर उसके हकदार नाम-निर्देशितयो/विधिक वारिसों को बीमाकृत रकम का संशय तत्परता से और प्रत्येक दशा में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के सात दिन के भीतर सूनिश्चित करेगा।

[संख्या एस-35014/80/83-पी. एफ.-2]

S.O. 1894.—Whereas Messrs Daulat Ram Dharam Bir Auto Private Limited, 28, Motia Khan, Jhandewalan Road, New Delhi-55 (DL/2707), (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees Deposit-Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Delhi, maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premium, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme shall be made without the prior approval of the Regional Provident Fund Commissioner, Delhi and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the member covered under the Scheme the employer in relation to the said establishment shall ensure prompt payment of the sum assured to the nominee/legal heirs entitled for it and in any case within 7 days of the receipt of the sum assured from the Life Insurance Corporation of India.

[No. S-35014(80)/83-PF. II]

का. भा. 1895 :—मैसर्स बनारस हाउस लिमिटेड, 11वीं फ्लोर, नई दिल्ली हाउस, 27 बाराखम्बा रोड, नई दिल्ली-1, (दिल्ली/1290), (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उप-धारा (2-क) के अधीन छूट दिए जाने के लिए आवेदन किया है ;

और केंद्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक् अभिदाय या प्रीमियम का संदाय किए बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निधेय सहबद्ध बीमा स्कीम, 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुसंधान है ;

अतः, केंद्रीय सरकार, उक्त अधिनियम की धारा 17 की उप-धारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, और इसमें उपाबद्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

अनुसूची

1. उक्त स्थापन के सम्बन्ध में नियोजक प्रादेशिक भविष्य निधि आयुक्त, दिल्ली को ऐसी विवरणियाँ भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएँ प्रदान करेगा जो केन्द्रीय सरकार, समय-समय पर निर्दिष्ट करे।

2. नियोजक, ऐसे निरीक्षण प्रभारों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर संदाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उप-धारा (3क) के खण्ड (क) के अधीन समय-समय पर निर्दिष्ट करे।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संदाय, लेखाओं का अन्तरण, निरीक्षण प्रभारों का संदाय आदि भी है, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा यथा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद, स्थापन के सूचना-पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजक सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम ग्रन्थ दर्ज करेगा और उसकी बाबत आदश्यक प्रीमियम भारतीय जीवन बीमा निगम को संदत्त करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाए जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप में वृद्धि की जाने की व्यवस्था करेगा, जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुज्ञेय हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संदेय रकम उस रकम से कम है, जो कर्मचारी को उस दशा में संदेय होती, जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नाम निर्देशित को प्रतिकर के रूप में दोनों रकमों के अन्तर के बराबर रकम का संदाय करेगा।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन, प्रादेशिक भविष्य निधि आयुक्त, दिल्ली के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहाँ किसी संशोधन में कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की सम्भावना हो वहाँ, प्रादेशिक भविष्य निधि आयुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का व्यक्तिगत अवसर दगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम की उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है अधीन नहीं रह जाते हैं, या इस

रीति से प्रीमियम कर्मचारियों को प्राप्त होना बान पापदे किसी रीति से कम हो जाते हैं, तो यह छूट रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजक उस नियत तारीख के भीतर, जो भारतीय जीवन बीमा निगम नियत करे, प्रीमियम का संदाय करने में असफल रहता है, और पालिसी को व्यपगत हो जाने दिया जाता है तो, छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदाय में किए गए किसी व्यक्तिगत की दशा में उन मत सदस्यों के नाम-निर्देशितियों या विधिक वारिसों को जो यदि यह छूट न दी गई होती तो, उक्त स्कीम के अन्तर्गत हों, बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के सम्बन्ध में नियोजक, इस स्कीम के अधीन होने वाले किसी सदस्य की मृत्यु होने पर उसके हकदार नाम-निर्देशितियों/विधिक वारिसों की बीमाकृत रकम का संदाय तत्परता से और प्रत्येक दशा में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के सात दिन के भीतर सुनिश्चित करेगा।

[संख्या एम-35014/81/83-भ. नि.-2]

S.O. 1895.—Whereas Messrs Banaras House Ltd., 11th Floor, New Delhi House, 27 Barakhamba Road, New Delhi-1 (DL/1290), (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employee, than the benefits admissible under the Employees Deposit-Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed here to, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Delhi, maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premium, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme shall be made without the prior approval of the Regional Provident Fund Commissioner, Delhi and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay premium etc. within the due date, as fixed by the Life Insurance Corporation of India and the policy is allowed to lapse the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the member covered under the Scheme the employer in relation to the said establishment shall ensure prompt payment of the sum assured to the nominee/legal heirs entitled for it and in any case within 7 days of the receipt of the sum assured from the Life Insurance Corporation of India.

[No. S-25014(81)/83-PT III]

का. आ. 1896 :—मैसर्स जे. वी. इलेक्ट्रोनिक्स लिमिटेड, 808-9, -मंगदूत, 94, नेहरू प्लेस, नई दिल्ली-19 (दिल्ली/3832), (जिसे हमने इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) (जिसे हमने इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है ;

और केंद्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक् अभिदाय या प्रीमियम का

यदाय किन्तु बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निधेप सहबद्ध बीमा स्कीम, 1976 (जिसे हमने इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुज्ञेय है ;

अतः, केंद्रीय सरकार, उक्त अधिनियम की धारा 17 की उप-धारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, और इसमें उपाद्व्य अनुसूची में किनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है ।

अनुसूची

1. उक्त स्थापन के सम्बन्ध में नियोजक प्रादेशिक भविष्य निधि आयुक्त उत्तर प्रदेश को ऐसी विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केंद्रीय सरकार, समय-समय पर निर्दिष्ट करे ।

2. नियोजक, ऐसे निरीक्षण प्रभारों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर संदाय करेगा जो केंद्रीय सरकार, उक्त अधिनियम की धारा 17 की उप-धारा (3क) के खण्ड (क) के अधीन समय-समय पर निर्दिष्ट करे ।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संदाय, लेखाओं का अन्तरण, निरीक्षण प्रभारों का संदाय आदि भी है, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जाएगा ।

4. नियोजक, केंद्रीय सरकार द्वारा यथा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा से उसकी मुख्य बातों का अंगवाद, स्थापन के सूचना-पट्ट पर प्रदर्शित करेगा ।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उक्त स्थापन में नियोजित किया जाता है तो, नियोजक सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को संदाय करेगा ।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे लहाए जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप में वृद्धि की जाने की व्यवस्था करेगा, जिसमें कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुज्ञेय है ।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संदेय रकम उस रकम से कम है, जो कर्मचारी को उस दशा में संदेय होती, जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधित्त वारिस/नाम निर्देशिती को प्रतिकर के रूप में दोनों रकमों के अन्तर के बराबर रकम का संदाय करेगा ।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन, प्रादेशिक भविष्य निधि आयुक्त, दिल्ली के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहां किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की सम्भावना हो वहां, प्रादेशिक भविष्य निधि आयुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का व्यक्तिगत अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम की उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी गति में कम हो जाते हैं, तो यह छूट रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजक उस नियत तारीख के भीतर, जो भारतीय जीवन बीमा निगम नियत करें, प्रीमियम का भुगतान करने में असफल रहता है, और पॉलिसी को व्यपगत हो जाने दिया जाता है तो, छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदाय में किए गए किसी व्यतिथि की वशा में उन मृत सदस्यों के नाम-निर्देशितियों या विधिक वारिसों को जो यदि यह छूट न की गई होती तो, उक्त स्कीम के अन्तर्गत होत, बीमा फायदे के संदाय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के संबंध में नियोजक, इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर उसके हकदार नाम निर्देशितियों/विधिक वारिसों की बीमाकृत रकम का संदाय तत्परता से और प्रत्येक दशा में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के सात दिन के भीतर सुनिश्चित करेगा।

[संख्या एस-35014/82/83-पी. एफ.-2]

S.O. 1896.—Whereas Messrs J. V. Electronics Limited, 808-9, Meghdoot, 94, Nehru Place, New Delhi-9 (DI/3832), (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees Deposit-Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Delhi, maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

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3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme shall be made without the prior approval of the Regional Provident Fund Commissioner, Delhi and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the member covered under the Scheme the employer in relation to the said establishment shall ensure prompt payment of the sum assured to the nominee/legal heirs entitled for it and in any case within 7 days of the receipt of the sum assured from the Life Insurance Corporation of India.

[No. S-35014(82)/83-PF. II]

का.आ. 1897 :—मैसर्स भारत इलेक्ट्रिकल्स 11/सी बन्दना, 11, टालटाय मार्ग, नई दिल्ली-1 (दिल्ली/1480), (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है ;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक् अभिदाय या प्रीमियम का संदाय किए बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निक्षेप सहबद्ध बीमा स्कीम, 1976 (जिस इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुज्ञेय हैं ;

अतः, केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उप-धारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, और इससे उपाबद्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है ।

अनुसूची

1. उक्त स्थापन के सम्बन्ध में नियोजक प्रादेशिक भविष्य निधि आयुक्त दिल्ली को ऐसी विवरणियां भेजेंगे और ऐसे लेखा रखेंगे तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेंगे जो केन्द्रीय सरकार, समय-समय पर निर्दिष्ट करें ।

2. नियोजक, ऐसे निरीक्षण प्रभारों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर संदाय करेंगे जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उप-धारा (3क) के खण्ड (क) के अधीन समय-समय पर निर्दिष्ट करें ।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संदाय, लेखाओं का अन्तरण, निरीक्षण प्रभारों का संदाय आदि भी है, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जाएगा ।

4. नियोजक, केन्द्रीय सरकार द्वारा यथा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद, स्थापन के सूचना-पट्ट पर प्रदर्शित करेंगे ।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजक सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को संवत् करेगा ।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाए जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समीचीन रूप से वृद्धि की जाने की व्यवस्था करेगा, जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हो, जो उक्त स्कीम के अधीन अनुज्ञेय हैं ।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संदेय

रकम उस रकम से कम है, जो कर्मचारी को उस दशा में संदेय होती, जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नाम निर्देशिनी को प्रतिकर के रूप में दोनों रकमों के अन्तर के बराबर रकम का संदाय करेगा ।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन, प्रादेशिक भविष्य निधि आयुक्त, दिल्ली के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहां किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की सम्भावना हो वहां, प्रादेशिक भविष्य निधि आयुक्त, अपना अनुमोदन देन से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का योग्यतया अवसर देगा ।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम की उस सामूहिक बीमा स्कीम के, जिसमें स्थापन पहले अपना चूका है अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह छूट रद्द की जा सकती है ।

10. यदि किसी कारणवश, नियोजक उस नियत तारीख के भीतर, जो भारतीय जीवन बीमा निगम नियत करे, प्रीमियम का नदाय करने में अमफल रहता है, और पालिसी को व्यपगत हो जाने दिया जाता है तो, छूट रद्द की जा सकती है ।

11. नियोजक द्वारा प्रीमियम के संदाय में किए गए किसी व्यतिक्रम की दशा में उन मृत सदस्यों के नाम-निर्देशितियों या विधिक वारिसों को जो यदि यह छूट न दी गई होती तो, उक्त स्कीम के अन्तर्गत होते, बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा ।

12. उक्त स्थापन के सम्बन्ध में नियोजक, इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर उसके हकदार नाम-निर्देशितियों/विधिक वारिसों को बीमाकृत रकम का संदाय तत्परता से और प्रत्येक दशा में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के सात दिन के भीतर सुनिश्चित करेगा ।

[संख्या एस-35014/88/83-पो. एफ -2]

S.O. 1897.—Whereas Messrs Bharat Electricals 11/c Vandana, 11 Tolstoy Marg, New Delhi-1 (DL/1480) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees Deposit-Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Delhi, maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme shall be made without the prior approval of the Regional Provident Fund Commissioner, Delhi and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the member covered under the Scheme the employer in relation to the said establishment shall ensure prompt payment of the sum assured to the nominee/legal heirs entitled for it and in any case within 7 days of the receipt of the sum assured from the Life Insurance Corporation of India.

का.आ. 1898 —सैमर्स वेस्टन इलैक्ट्रोनिक्स लिमिटेड, ओम्बला इण्डस्ट्रीज एस्टेट, नई दिल्ली (दिल्ली/2519), (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारों भविष्य निधि और प्रक्षेपण उपबन्ध अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने का लिए आवेदन किया है,

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक् अभिदाय या प्रीमियम का संदाय किए बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निक्षेप सहबद्ध बीमा स्कीम, 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुभूते हैं ;

अतः, केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उप-धारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, और इससे उपाबद्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

अनुसूची

1. उक्त स्थापन के सम्बन्ध में नियोजक प्रादेशिक भविष्य निधि आयुक्त दिल्ली को ऐसी विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार, समय-समय पर निर्दिष्ट करे।

2. नियोजक, ऐसे निरीक्षण प्रभारों का प्रत्येक माम की समाप्ति के 15 दिन के भीतर संदाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उप-धारा (3क) के खण्ड (क) के अधीन समय-समय पर निर्दिष्ट करें।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संदाय, लेखाओं का अन्तरण, निरीक्षण प्रभारों का संदाय आदि भी है, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा यथा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद, स्थापन के सूचना-पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उक्त स्थापन में नियोजित किया जाता है तो, नियोजक सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उक्त की बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को संदत्त करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाए जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप में वृद्धि

की जाने की व्यवस्था करेगा, जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुज्ञप्त हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संदेय रकम उस रकम से कम है, जो कर्मचारी को उस दशा में संदेय होती, जहाँ वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नाम निर्देशितों को प्रतिकर के रूप में दोनों रकमों के अन्तर के बराबर रकम का संदाय करेगा।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन, प्रादेशिक भविष्य निधि आयुक्त, दिल्ली के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहाँ किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की सम्भावना हो वहाँ, प्रादेशिक भविष्य निधि आयुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का व्यक्तिगत अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम की उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी गति में कम हो जाते हैं, तो यह छूट रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजक उस नियत तारीख के भीतर, जो भारतीय जीवन बीमा निगम नियत करे, प्रीमियम का संदाय करने में असफल रहता है, और पालिसी को व्यपगत हो जाने दिया जाता है तो, छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदाय में किए गए किसी व्ययिक्तम की दशा में उन मृत सदस्यों के नाम-निर्देशितियों या विधिक वारिसों को जो यदि यह छूट न दी गई होती तो, उक्त स्कीम के अन्तर्गत होते, बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के सम्बन्ध में नियोजक, इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर उसके हकदार नाम-निर्देशितियों/विधिक वारिसों को बीमाकृत रकम का संदाय तत्परा से और प्रत्येक दशा में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के सात दिन के भीतर सुनिश्चित करेगा।

[स. एस. 35014(98)/83-पी. एफ. 2]

S.O. 1898.—Whereas Messrs Weston Electronics Ltd, Okhla Industrial Estate, New Delhi-20 (DL/2519), (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees Deposit-Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Delhi, maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme shall be made without the prior approval of the Regional Provident Fund Commissioner, Delhi and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs

of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the member covered under the Scheme the employer in relation to the said establishment shall ensure prompt payment of the sum assured to the nominee/legal heirs entitled for it and in any case within 7 days of the receipt of the sum assured from the Life Insurance Corporation of India.

[No. S. 35014(98)/83-PF.II]

का. आ. 1899 :—मैगर्स मिलन सिनेमा, नजफगढ़ रोड, कर्मपुरा, नई दिल्ली (दिल्ली/3381), (जिसे इसमें इसका पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 18) जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है ;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक् अभिदाय या प्रीमियम का संदाय किए बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निक्षेप सहबद्ध बीमा स्कीम, 1978 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुज्ञेय हैं ;

अतः, केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उप-धारा (2क) द्वारा प्रवृत्त शक्तियों का प्रयोग करते हुए, और इससे उपाबद्ध अनुमूची में विनिर्दिष्ट शक्तों के अधीन रहते हुए, उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है ।

अनुसूची

1. उक्त स्थापन के सम्बन्ध में नियोजक प्रादेशिक भविष्य निधि आयुक्त दिल्ली को ऐसी विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार, समय-समय पर निर्विष्ट करे ।

2. नियोजक, ऐसे निरीक्षण प्रभारों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर संदाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उप-धारा (3क) के खण्ड (क) के अधीन समय-समय पर निर्विष्ट करें ।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संदाय, लेखाओं का अन्तरण, निरीक्षण प्रभारों का संदाय आदि भी है, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जाएगा ।

4. नियोजक, केन्द्रीय सरकार द्वारा यथा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद, स्थापन के सूचना-पट्ट पर प्रदर्शित करेगा ।

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5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजक किया जाता है तो, नियोजक सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को भेजेगा ।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाए जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि की जाने की व्यवस्था करेगा, जिसे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उक्त फायदों में शक्ति अनुकूल हो, जो उक्त स्कीम के अधीन अनुज्ञेय हैं ।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन भंडार रकम उस रकम से कम है, जो कर्मचारी को उस दशा में संदेय होती, जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/गाम निर्देशितों को प्रतिकर के रूप में दोनों रकमों के अन्तर के बराबर रकम का संदाय करेगा ।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन, प्रादेशिक भविष्य निधि आयुक्त, दिल्ली के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहां किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की सम्भावना हो वहां, प्रादेशिक भविष्य निधि आयुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का व्यक्तिगत अवसर देगा ।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम की उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह छूट रद्द की जा सकती है ।

10. यदि किसी कारणवश, नियोजक उस नियत तारीख के भीतर, जो भारतीय जीवन बीमा निगम नियत करे, प्रीमियम का संदाय करने में असफल रहता है, और पालिसी को व्यपगत हो जाने दिया जाता है तो, छूट रद्द की जा सकती है ।

11. नियोजक द्वारा प्रीमियम के संदाय में किए गए किसी व्यतिक्रम की दशा में उन मृत सदस्यों के नाम-निर्देशितियों या विधिक वारिसों को जो यदि यह छूट न दी गई होती तो, उक्त स्कीम के अन्तर्गत होते, बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा ।

12. उक्त स्थापन के सम्बन्ध में नियोजक, इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर उसके हक्दार नाम-निर्देशितियों/विधिक वारिसों को बीमाकृत रकम का संदाय तत्परता से और प्रत्येक दशा में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के सात दिन के भीतर सुनिश्चित करेगा ।

[मं. एन-35014/89/83-पी. एफ.-2]

S.O. 1899.—Whereas Messrs Milan Cinema Najafgarh Road, Karampura, New Delhi (DL/3381) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees Deposit-Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Delhi, maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme shall be made without the prior approval of the Regional Provident Fund Commissioner, Delhi and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but-for grant of this exemption, shall be that of the employer.

12. Upon the death of the member covered under the Scheme the employer in relation to the said establishment shall ensure prompt payment of the sum assured to the nominee/legal heirs entitled for it and in any case within 7 days of the receipt of the sum assured from the Life Insurance Corporation of India.

[No. S. 35014(99)/83-PF.II]

का. आ. 1900.—मैमर्स डी. डी. गेयर्स प्राइवेट लिमिटेड, मोनिया खान भण्डारान रोड, नई दिल्ली (दिल्ली/4156), (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है ;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक् अभिदाय या प्रीमियम का संदाय किए बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनकूल हैं जो कर्मचारी निक्षेप सहबद्ध बीमा स्कीम, 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुज्ञेय हैं ;

अतः, केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उप-धारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, और इसमें उपाबद्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है ।

अनुसूची

1. उक्त स्थापन के सम्बन्ध में नियोजक प्रादेशिक भविष्य निधि आयुक्त दिल्ली को ऐसी विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार, समय-समय पर निर्दिष्ट करे ।

2. नियोजक, ऐसे निरीक्षण प्रभारों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर संदाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उप-धारा (3क) के खण्ड (क) के अधीन समय-समय पर निर्दिष्ट करें ।

3 सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संचालन, लेखाओं का अन्तरण, निरीक्षण प्रभावों का संचालन आदि भी हैं, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जाएगा।

4 नियोजक, केंद्रीय सरकार द्वारा यथा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद, स्थापन के सूचना-पट्ट पर प्रदर्शित करेगा।

5 यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजक सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को मदत करेगा।

6 यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाए जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप में वृद्धि की जाने की व्यवस्था करेगा, जिसमें कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुज्ञेय हैं।

7 सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संवेद्य रकम उस रकम से कम है, जो कर्मचारी को उस दशा में संवेद्य होती, जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नाम निर्देशित को प्रतिफल के रूप में दोनों रकमों के अन्तर के बराबर रकम का संचालन करेगा।

8 सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन, प्रादेशिक भविष्य निधि आयुक्त, दिल्ली के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहाँ किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की सम्भावना हो वहाँ, प्रादेशिक भविष्य निधि आयुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का व्यक्तिगत अवसर देगा।

9 यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम की उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह छूट रद्द की जा सकती है।

10 यदि किसी कारणवश, नियोजक उस नियत तारीख के भीतर, जो भारतीय जीवन बीमा निगम नियत करे, प्रीमियम का संचालन करने में असफल रहता है, और पानिमी को व्ययगत हो जाने दिया जाता है तो, छूट रद्द की जा सकती है।

11 नियोजक द्वारा प्रीमियम के संचालन में किए गए किसी व्यवहार की दशा में उन मत सदस्यों के नाम-निर्देशितियों या विधिक वारिसों को जो यदि यह छूट न दी गई होती तो, उक्त स्कीम के अन्तर्गत होते, बीमा फायदों के संचालन का उत्तरदायित्व नियोजक पर होगा।

12 उक्त स्थापन के सम्बन्ध में नियोजक, इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर उसके हकदार नाम-निर्देशितियों/विधिक वारिसों को बीमाकृत रकम का संचालन तत्परता से और प्रत्येक दशा में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के सात दिन के भीतर सुनिश्चित करेगा।

[म. एस-35014/100/83-पी एफ -2]

S.O. 1900.—Whereas Messrs D. D. Gearys Pvt Ltd, Motia Khan, Jhandewalan Road, New Delhi (DL/4156) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of section 17 of the Employees Provident Funds and Miscellaneous Provisions Act (19 of 1952) (hereinafter referred to as the said Act),

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees Deposit-Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme),

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1 The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Delhi, maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2 The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3 All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc shall be borne by the employer.

4 The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof in the language of the majority of the employees.

5 Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6 The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7 Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount

payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme shall be made without the prior approval of the Regional Provident Fund Commissioner, Delhi and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the member covered under the Scheme the employer in relation to the said establishment shall ensure prompt payment of the sum assured to the nominee/legal heirs entitled for it and in any case within 7 days of the receipt of the sum assured from the Life Insurance Corporation of India.

[No. S 35014(100)/83 Pt. II]

क्र.आ. 1901 —मैसर्स ओरियंटल ग्लूबरन इंजीनियर्स प्रा. लि., 15वीं फ्लोर, आल्हा राम हाउस, टालमटाय मार्ग, नई दिल्ली-1 (दिल्ली/5532), (जिस इस्तेमाल में इसका पश्चात् उक्त स्थापन का गया है) न कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) (जिसमें इसका पश्चात् उक्त अधिनियम ग्राह्य गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है ;

और केंद्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पक्षक अभिदाय या प्रीमियम का सदाय किए बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निक्षेप गृहवद्ध बीमा स्कीम, 1976 (जिसमें इसमें पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुज्ञेय है।

अतः, केंद्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और इसमें उपबद्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

अनुसूची

1. उक्त स्थापन के मध्य में नियोजक प्रादेशिक भविष्य निधि आयुक्त दिल्ली को ऐसी विवरणियां भेजेगा और

ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केंद्रीय सरकार, समय-समय पर निर्दिष्ट करे।

2. नियोजक, ऐसे निरीक्षण प्रभारों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर सदाय करेगा जो केंद्रीय सरकार, उक्त अधिनियम की धारा 17 की उप-धारा (3-क) के खण्ड (क) के अधीन समय-समय पर निर्दिष्ट करे।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का सदाय, लेखाओं का अन्तरण, निरीक्षण प्रभारों का सदाय आदि भी है, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जाएगा।

4. नियोजक, केंद्रीय सरकार द्वारा यथा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद, स्थापन के सूचना-पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजक द्वारा किया जाता है तो, नियोजक सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी बाढ़त आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को सदाय करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाए जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि की जानी की व्यवस्था करेगा, जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुज्ञेय हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन सदेय रकम उस रकम से कम है, जो कर्मचारी को उस दशा में सदेय होती, जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिवत वारिस/नाम निर्देशी को प्रतिकर के रूप में दोनों रकमों के अन्तर के बराबर रकम का सदाय करेगा।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन, प्रादेशिक भविष्य निधि आयुक्त दिल्ली के पूर्व अनुमोदन के बिना नहीं किया जायेगा और जहां किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो वहां, प्रादेशिक भविष्य निधि आयुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का युक्तियुक्त अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम की उस सामूहिक बीमा स्कीम के, जिस स्थापन पहले अपना चूका है अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी सीमा से कम हो जाते हैं, तो यह छूट रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजक उस नियत तारीख के भीतर, जो भारतीय जीवन बीमा निगम नियत करे, प्रीमियम

का संदाय करने में असफल रहता है, और पालिसी को व्यपगत हो जाने दिया जाता है तो, छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदाय में किए गए किसी व्यक्तिगत की दशा में उन मृत सदस्यों के नामनिर्देशितियों या विधिक वारिसों को जो यदि यह छूट न दी गई होती तो उक्त स्कीम के अन्तर्गत होते, बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के संबंध में नियोजक, इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर उसके हकदार नाम निर्देशितियों/विधिक वारिसों की बीमाकृत रकम का संदाय तत्पश्चात् से और प्रत्येक वृत्ति में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के सात दिन के भीतर सुनिश्चित करेगा।

[संख्या एस-35014/101/83-पी. एफ. -2]

S.O. 1901.—Whereas Messrs Oriental Structural Engineers Pvt. Ltd., 15th Floor, Atma Ram House, Tolstoy Marg, New Delhi-1(DL/5532). (hereinafter referred to as the said establishment) have applied for exemption sub-section (2A) of section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees Deposit-Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Delhi, maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay neces-

sary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme shall be made without the prior approval of the Regional Provident Fund Commissioner, Delhi and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the member covered under the Scheme the employer in relation to the said establishment shall ensure prompt payment of the sum assured to the nominee/legal heirs entitled for it and in any case within 7 days of the receipt of the sum assured from the Life Insurance Corporation of India.

[No. S. 35014(101)/83-PF.III]

नई दिल्ली, 2 अप्रैल, 1982

का. आ. 1902.—मैसर्स इंडियन डीस्ट्रिक्ट इण्डस्ट्रीज लि., मुफ्तलाल सेंटर, नारीमन प्वाइन्ट, बम्बई कोड नम्बर महा/1492, महा/4395 और महा/9400 सहित तथा विभिन्न क्षेत्रों में स्थित इसकी शाखाएं, (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है;

और केंद्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक् अभिदाय या प्रीमियम का संदाय किए बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निष्पक्ष सहवृद्ध बीमा स्कीम, 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुभोग्य है;

अतः, केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और इससे उपाबद्ध अनुमति में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

अनुसूची

1. उक्त स्थापन के सम्बन्ध में नियोजक, प्रादेशिक भविष्य निधि आयुक्त, महाराष्ट्र को ऐसी विवरणियाँ भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएँ प्रदान करेगा जो केन्द्रीय सरकार, समय-समय पर निर्दिष्ट करे।

2. नियोजक, ऐसे निरीक्षण प्रभागों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर संदाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3-क) के खण्ड (क) के अधीन समय-समय पर निर्दिष्ट करे।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संदाय, लेखाओं का अन्तरण, निरीक्षण प्रभागों का संदाय आदि भी है, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा यथा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद, स्थापन के सूचना-पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजक सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को संदत्त करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाए जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समीचीन रूप से वृद्धि की जाने की व्यवस्था करेगा, जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुज्ञेय हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संदेय रकम उस रकम से कम है, जो कर्मचारी को उस दशा में संदेय होती, जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नाम निर्देशितों को प्रतिफल के रूप में दोनों रकमों के अन्तर के बराबर रकम का संदाय करेगा।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन, प्रादेशिक भविष्य निधि आयुक्त, महाराष्ट्र के पूर्व अनुमोदन के बिना नहीं किया जायेगा और जहाँ किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो वहाँ, प्रादेशिक भविष्य निधि आयुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का व्यक्तिगत अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम की उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना स्का है अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह छूट रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजक उस नियत तारीख के भीतर, जो भारतीय जीवन बीमा निगम नियत करें, प्रीमियम का संदाय करने में असफल रहता है, और पालिसी को व्यपगत हो जाने दिया जाता है तो, छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदाय में किए गए किसी व्यक्तिगत की दशा में उन मृत सदस्यों के नामनिर्देशितियों या विधिक वारिसों को जो यदि यह छूट न दी गई होती तो उक्त स्कीम के अन्तर्गत होते, बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के संबंध में नियोजक, इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर उसके हकदार नाम निर्देशितियों/विधिक वारिसों को बीमाकृत रकम का संदाय तत्परता से और प्रत्येक दशा में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के सात दिन के भीतर गृहनिश्चित करेगा।

[संख्या एस-35014/78/83-पी. एफ.-2]

ए. कं. भट्टराई, अवर सचिव

New Delhi, the 2nd April, 1983

S.O. 1902.—Whereas Messrs Indian Dyestuff Industries Ltd., Mafatlal Centre, Nariman Point, Bombay with Code numbers MH/1492, MH/4395 and MH/9400 and their branches located in different regions. (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees Deposit-Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Maharashtra, maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme shall be made without the prior approval of the Regional Provident Fund Commissioner, Maharashtra and

where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the member covered under the Scheme the employer in relation to the said establishment shall ensure prompt payment of the sum assured to the nominees/legal heirs entitled for it and in any case within 7 days of the receipt of the sum assured from the Life Insurance Corporation of India.

[No. S. 35014(78)/83-PF.II]

A. K. BHATTARAI, Under Secy.

